



ACTION REQUIRED!
Due Date: May 31, 2024

January 25, 2024

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative

Dear Food Service Director,

You are receiving this Inter-Agency Agreement packet because you shared an interest in participating in the Region 10 Education Service Center's Multi-Region Purchasing Cooperative (hereinafter "R10MRPC"), located in the State of Texas. MRPC offers a variety of formally procured bids and multiple awarded vendors to participating members.

R10MRPC is the largest child nutrition food purchasing cooperative in the State of Texas with 270 participating recipient agencies across 14 of the 20 State ESC regions with a total enrollment of 1,300,000+ students. R10MRPC requires an Inter-Agency Agreement (hereinafter "Agreement") to be approved by each Recipient Agency's Board of Trustees. Completed Agreements must be submitted with proof of Board approval and Board member or authorized representative's signature. The Agreement encompasses both membership roles and responsibilities for both parties along with bid participation for the Agreement term.

The **Inter-Agency Agreement** (pages 3-9) commences annually on July 1st and extends through June 30th of the following calendar year. By signing the Agreement, you are agreeing to Member Roles and Responsibilities along with your bid participation selection(s) indicating your participation plans. Members are required to provide estimated quantities for each product or service planned for each bid category selected. This is done through a customized software called "Maestro Forecasting" created by R10MRPC.

R10MRPC is a fully self-funded entity through a Vendor Participation Fee. This fee is collected directly from the awarded vendors. Fees are used to cover expenses related to the administration and operation of R10MRPC. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. Additional benefits of participating in the R10MRPC include reduced costs associated with advertising and paperwork, reduced time, compliant bidding process, as well as Industry-specific workshops, trainings, and technical support for child nutrition programs.

If I can be of further assistance in this matter, please contact me at 972.348.1448. I am available to talk to your school board if needed. Thank you for your consideration for participation in the SY 2024-2025 R10MRPC.

Sincerely,

Keri Warnick
Program Coordinator

Enclosures

INTER-AGENCY AGREEMENT

The following Inter-Agency Agreement (pages 3-9) is to be completed by all Recipient Agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Inter-Agency Agreement is a one-year agreement for the school year 2024-2025, effective July 1, 2024, through June 30, 2025. If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC forever.

Each RA wishing to purchase from any procured and awarded bids must complete and sign all required pages. R10MRPC requires forecasting of each product or service planned for purchase prior to all new bid releases or renewals through Maestro Forecasting, the R10MRPC customized software. R10MRPC does not charge any membership fees.

The fully completed and signed Inter-Agency Agreement must be approved by your school Board of Trustees and returned no later than May 31, 2024. Please note that Inter-Agency Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
INTER-AGENCY AGREEMENT

This Inter-Agency Agreement (hereinafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, in accordance with the section entitled "Membership Term" below. The Member Recipient Agency (RA) shall be responsible for paying any vendors invoices for goods and services purchased by RA through the effective termination date.

Contracting Parties

Region 10 Education Service Center	057-950	
Fiscal Agent/Coordinating Entity	County District Number	
District/Recipient Agency Name	RA County District Number	RA Number

STATEMENT OF SERVICES TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereinafter the "R10MRPC") organizes and administers the child nutrition purchasing cooperative. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC procures a variety of formal, competitive requests for proposals (RFP's) to assist RAs with their fiscal budgetary needs. RA's have the option to select any bid(s) that best fits their needs. Selection of a bid is seen as intention to purchase from the R10MRPC awarded vendor(s). Prior to the release of any formal solicitation, members are required to provide estimated quantities/forecast each product or service they intend to purchase on each bid selected, although R10MRPC makes no guarantees of quantities to any vendor based on child nutrition funding or other factors.

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and each participating RA's State. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and the RA's State regulation, R10MRPC will have 30 days to make all necessary updates and require that each RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and each State Agency, therefore, if any conflicts between the procurement requirements set forth in EDGAR and those required by specific State Agency and/or USDA exist, those required by each represented State Agency and/or USDA will apply to any solicitations when CN Federal Funds will be used for purchasing.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.

3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because adding a RA may “materially change the existing contract(s) value” and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.

4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute worthy cause to terminate this Agreement effective upon written notification to the other party.

5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

6. Before any Party may resort to litigation, any claims, disputes, or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. In accordance with USDA Federal Regulations, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a “for profit cooperative”. R10MRPC is required to return “unanticipated profits” to the RA. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members on an annual basis. The R10MRPC’s “profit margin”, for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the “Membership Fees” section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin (“unanticipated profit”), if any, shall be distributed to the R10MRPC’s participating members by the Fiscal Agent.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a “physical signature.” Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences on July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a “Vendor Participation Fee” on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC “does not charge” any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. RA’s, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate the Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each RA represents and warrants, by the execution and delivery of the Inter-Agency Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval acceptable to R10MRPC is required.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the RA.

Primary and Secondary Contact. The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the RA. The RA reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The RA authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current RA, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The RA does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the RA by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the RA shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the RA hereby designates the Fiscal Agent to function as a class representative on its behalf in matters arising out of this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") in accordance with applicable law and regulations. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its endorsers and servicing contractors, hereby disclaim all warranties, express or implied, regarding any information, product or service furnished under this Agreement, including without limitation, all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

Nondiscrimination. R10MRPC shall not discriminate based on race, gender, gender identify or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-consultants, vendors, suppliers, or commercial customers. R10MRPC shall provide equal opportunity for sub-consultants to participate in all its public sector and private sector sub-consulting opportunities, if nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. R10MRPC understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

Employment Eligibility. Region 10 ESC verifies citizenship and employability of all our staff via drivers' license and social security card/or U.S. Passport. We do this in person and scan the actual document to be stored throughout employment in our Laserfiche document management system. This system meets the security requirements set forth by the U.S. Department of Defense. We also run each employee through a state and national background check system. All our current employees are subscribed through the Texas Department of Public Safety and the FBI database should something occur during employment after the initial scans.

Termination. R10MRPC and/or the participating members' Board of Directors/Trustees reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days' written notice. If the Agreement is terminated for convenience as provided herein, R10MRPC and/or the participating members' Board of Directors/Trustees will be released of all obligations.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Provide procurement training as a group or on an individual basis if requested.
4. Provide guidance and assistance or templates for the school's Procurement Procedures Manual and Code of Conduct Manual if requested.
5. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts through use of the Formal Procurement method of Requests for Proposals (RFP).
6. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:
 - a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II
 - b. Each State Agency regulation and/or policy reference manual
 - c. Requiring Board of Directors' approval on all R10MRPC bid award recommendations.
 - d. Each participating member's State's education code relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RA's. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.318-200.327
7. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
8. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for using Child Nutrition federal funds will be strictly followed.
9. Provide RAs with procedures for ordering, delivery, and billing.
10. Mediate problems/concerns between vendors and RA's.
11. Provide RA's access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
12. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
13. Act ethically always and in accordance with all federal, state, and local guidelines.

Role of the RA:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees) and by execution by an approved foodservice employee in the appropriate spaces on the attached form (physical signature copy must be provided to R10MRPC promptly following RA execution).
2. Designate a primary and secondary contact.
3. Commit to purchasing selected bid categories on an as needed basis.
4. Provide an estimated quantity for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and State Agency regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.

9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bid's that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure or Confidentiality Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes cover a variety of topics. Attending meetings and classes helps ensure your success as a RA in the R10MRPC.

BID PARTICIPATION SELECTIONS for SY 2024-2025

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in available R10MRPC RFPs. This agreement is a single-term agreement effective July 1, 2024, through June 30, 2025.

The R10MRPC formally procures competitive RFPs (Request for Proposals) on behalf of all participating members. Each participating member is required to complete this Bid Participation Agreement and forecast all products or services planned for purchase if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

Please check the box next to the bid listed below that you “plan” to use during the SY 2024-2025. Each RFP is explained on the next page. The R10MRPC does not guarantee any vendor that any item will be purchased, as an RA’s ability to purchase depends on continued child nutrition funding or other factors.

<input type="checkbox"/>	GDSN Connection Software Services
--------------------------	-----------------------------------

Please provide us with your district main address as listed on your website or in directory:

District Name	Campus/Bldg. Name
---------------	-------------------

Street Number & Name	City	State	Zip Code
----------------------	------	-------	----------

**Inter-Agency Agreement for SY 2024-2025
Signature and Authorization Form**

By signing this page, the RA confirms entering into agreement with Region 10 Education Service Center, as the Fiscal Agent and Coordinating Entity for the R10MRPC, in accordance with all Agreement terms, Membership Roles and Responsibilities, and Bid Participation as stated in this Agreement.

As of July 1, 2024, the authorized Agent for the Board of Trustees of the below listed Recipient Agency (RA), does hereby execute, and enter into this Inter-Agency Agreement, including Bid Participation, with the Region 10 Education Service Center, Fiscal Agent for the Multi-Region Purchasing Cooperative. The authorized Agent on behalf of the RA, intends RA to be bound by the provisions set forth herein for a single-year term, unless otherwise terminated by either party in accordance with the terms set forth in the Agreement.

District/RA Name	Current Student Enrollment
# Of Participating Campuses	County/Countries in Which Campuses are Located
Printed Name: Primary Foodservice Contact	Signature: Primary Foodservice Contact
Email: Primary Contact	Date Signed
Printed Name: Secondary Foodservice Contact	Email: Secondary Foodservice Contact
Phone: Secondary Foodservice Contact	

Board of Director Approval: Signature and/or Attached Meeting Minutes accepted.

Printed Name: Authorized Board Director or Representative

X _____

Physical Signature Required: Authorized Board Director or Representative

Date Signed

Below Area: For Region 10 MRPC Use Only

R10MRPC Authorized Signature	Keri Warnick	Date Signed
Program Coordinator	R10MRPC Contact Person	972-348-1448
Title of Contact Person	Office Phone	

Description of Bid(s) Offered

Bid Category	Bid Description	SY24-25 RFP #	New or Renewed Bid	Vendors To Be Renewed	Contract Year in SY24-25
Software Services	GDSN Connection Software Service: This RFP will seek to award a vendor that offers an RA the ability to connect to product data in the Global Data Synchronization Network (GDSN) through an online software platform. Benefits such as export and import features into back-of-house software, product data changes updates, menu building, procurement features, and other options will be requested.	TBD	New RFP	NA	1 st , with 4 Renewal options

Region 10 Education Service Center
Multi-Region Purchasing Cooperative

