



March 15, 2017

Greetings from the AEA Purchasing!

We have attached the agreement for participation in the AEA Purchasing Food, Ware Wash and Small Wares cooperative purchasing programs for school food service. You may want to forward this to your business manager or print it off and give it to them.

In the school year 2016-2017 there were 308 schools and districts that participated with the AEA Purchasing and we anticipate over \$33 million dollars in purchases.

Electronic copies of this agreement for the 2017-2018 school year may be acquired at the AEA Purchasing website. ([www.aeapurchasing.org](http://www.aeapurchasing.org)). PLEASE NOTE THE FOLLOWING:

1. THE AGREEMENT MUST BE RETURNED NO LATER THAN JUNE 30, 2017. THIS IS NOT NEGOTIABLE. Schools that submit incomplete or late agreements will not be able to participate in the program until January 1, 2018. The agreement is for school year 2017 – 2018. Please submit your agreement by mail, fax or scan to the following:

Mail to: AEA Purchasing  
Attention: Marie Hills  
3712 Cedar Heights Drive  
Cedar Falls, IA 50613

or fax to: 319-273-8282 or scan agreement to [marie@aeapurchasing.org](mailto:marie@aeapurchasing.org)

2. The agreement provides space to indicate the school's interest in participating in the food, small wares and/or ware wash. Schools may choose any or all of these bids.

3. The AEA Purchasing has taken every step towards ensuring that these bids are compliant with the Department of Education, Bureau of Nutrition, Health and Transportation Service and the USDA; the participating schools must do their part in ensuring compliance.

4. As of this email we are currently out for bid for food and ware wash. We will know who the awarded vendors are by May 1, 2017.

Schools or school boards wishing further information may contact Dan Dreyer at 319-268-7725 or [dan@aeapurchasing.org](mailto:dan@aeapurchasing.org).

Sincerely,

Dan

Dan Dreyer  
AEA Purchasing  
Food Program Director

## AEA PURCHASING AGREEMENT 2017 - 2018

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 New Hampton CSD School District/Customer (hereafter the "Eligible Member") located in Area Education Agency (hereafter the "AEA") Keystone for the 2017-2018 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 (Awarded Vendor Effective July 1, 2017) (Martin Brothers)
- B. AEA PURCHASING Small Wares Bid X (Rapids Whole Sale)
- C. AEA PURCHASING Ware Wash Bid X (Awarded Vendor Effective July 1, 2017) (Ems Detergent)

### 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, 2017, this Agreement must be signed no later than June 30, 2017. After June 30, 2017, new members may join only as follows: their membership will be effective January 1 of the following year if they sign this Agreement after 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

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  
3712 Cedar Heights Drive, Cedar Falls IA 50613  
FAX: 319-273-8282  
PHONE: 319-268-7725  
EMAIL: dan@aeapurchasing.org

\_\_\_\_\_  
Name of School District/Customer

\_\_\_\_\_  
AEA Purchasing Director Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President or Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax Number

Superintendent email address: \_\_\_\_\_

Business Manager email address: \_\_\_\_\_

Foodservice Director email address: \_\_\_\_\_