

## **Membership Agreement**

### **Food for Schools (FFS) shall:**

1. Develop, release and monitor single award, bottom line bids on behalf of the Massachusetts School Buying Group (MSBG) to include, but not limited to grocery, nonfoods and bread. The grocery bid sheet shall contain nutritional and CN information, Smart Snack or A list compliance printouts, and Buy American exemption letters, if appropriate.
2. Evaluate the bids annually to ensure only higher volume, commonly use items are included.
3. Add new items that are appropriate to the bids based on member suggestions and vendor meetings.
4. Develop appropriate bid documents to be in compliance with all known Federal and State regulations. All documents shall be approved by a MCPPO as well as the Massachusetts DOE.
5. Work with the MSBG Steering committee on behalf of the membership.
6. Develop and maintain a website that will contain all relevant information including, but not limited to: bid updates, archived bid information for AR compliance, meeting agendas and minutes, training tools and more. This site will serve as the main information sharing hub for the group.
7. Schedule full group meetings infrequently, but as necessary to provide efficient communication to the group. Use electronic conferencing tools as appropriate to provide access for remote participation.
8. Hold an annual food show, possibly in conjunction with other groups. Members will be able to see and vote on new food items for subsequent bid releases.
9. Educate the vendor community about the MSBG and serve as a centralized communication point between the group and the vendors.
10. Provide a sample contract that may be executed between the individual school districts and the winning vendors.

### **Member district shall:**

1. Provide and update district and school information using a secure website.
2. Provide realistic projections for bid items.
3. Agree to purchase, to the extent possible, bid items at least in the quantities projected.
4. Attend meetings and participate in email group discussions.

5. Have an average grocery drop size of at least \$500 for all locations in the district on a given delivery day. Districts or schools may order every other week or monthly to meet this minimum.
6. Defer any comment on the MSBG or its activities, whether to vendors, the press or any other PUBLIC forum, to the group coordinator for the sake of having one voice.
7. Bring any new items that may have wide appeal to the group for possible inclusion in an upcoming bid.
8. Have an active e-mail address, Microsoft Word and Excel, and be able to open and send attachments in these formats. Update their district information electronically as appropriate.
9. Pay the Annual Fee for Service to the Bid Coordinator for each bid year, which is currently \$1000 annually per district. Invoices for this service will be sent in February of the preceding year to confirm membership in the subsequent bid cycle. Additionally, there will be one onetime 50% fee (\$500) assessed to all districts during the initial year to cover set up expenses and work already undertaken. This fee will be invoiced at the time of commitment.

**Release of Liability:**

1. All information provided by FFS is based on the most current regulatory information available at the time. FFS is not liable for any damages that may occur as a result of regulatory and or procedure changes.
  2. Individual school districts retain ultimate responsibility to ensure their program is operating in compliance with all Federal, State and local statutes and regulations including but not limited to 7 CFR Part 210 and 7 CFR part 245 and any regulations put forth by the State of Massachusetts, including but not limited to Massachusetts 30B.
  3. By agreeing to participate, the school district releases Food for Schools, its employees and contractors from all liability relating to any fiscal action imposed upon the district by the Department of Education. This may include review findings, technical assistance, corrective action or fiscal action that may occur during the course of an Administrative Review of their program, resulting in the withholding of state or federal funds or other fiscal action.
  4. By signing this agreement, the district agrees to hold Food for Schools, and its employees and contractors entirely free from any liability, including financial responsibility for injuries incurred.
  5. Please sign agreement on the last page and email it back to us at [tgoossens@food4schools.com](mailto:tgoossens@food4schools.com) with the term "Membership Agreement" in the subject line. A fully executed signed copy will be returned once received by Food for Schools.
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**School District:**

\_\_\_\_\_  
Name of District

\_\_\_\_\_  
Name of Foodservice Director

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
ST

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone

\_\_\_\_\_  
email address

\_\_\_\_\_  
Current main grocery supplier(s)

\_\_\_\_\_  
District enrolment

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Food for Schools:**

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date