

# Membership Agreement

**The following is an agreement between the undersigned school district and Food for Schools LLC.**

**Food for Schools LLC shall:**

1. Develop, release, and manage bids on behalf of the New Hampshire Buying Group (NHBG) to include, but not limited to groceries, paper goods, ice cream, produce and beverages.
2. Add new items that are appropriate to the bids based on member suggestions.
3. Develop appropriate bid documents to be in compliance with all known Federal and State regulations.
4. Provide hyperlinked nutritional and CN information, Buy American exemption letters and documentation for each bid item.
5. Work with vendors to resolve issues affecting group members during the course of the award.
6. Maintain a website that will contain all relevant information including, but not limited to bid updates, archived bid and procurement information, meeting agendas and minutes, and commodity documents.
7. Maintain the District Dashboard for members to update their bid selections and school and district data.
8. Communicate as necessary to keep members informed of group happenings.
9. Work to attract and retain multiple responsive bidders.
10. Schedule group meetings as necessary to provide efficient communication to the group. Use electronic conferencing tools as appropriate to provide access for remote participation.
11. Educate the vendor community about the NHBG and serve as a centralized communication point between the group and the vendors.

**Member district shall:**

1. Provide and maintain district and school information using the District Dashboard.
2. Provide realistic projections for bid items when requested.
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. Allow Food for Schools LLC to issue bids and sign agreements on the district's behalf as a part of NHBG.

6. Defer any comment on the NHBG 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.
9. Pay the Annual Fee for Service to the Bid Coordinator for each bid year, within 45 days of receipt of invoice. Invoices for this service will be sent in January of the preceding year to confirm membership in the subsequent bid cycle.

**Terms of Agreement:**

1. All information provided by Food for Schools LLC is based on the most current regulatory information available at the time. Food for Schools LLC 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 New Hampshire.
3. By agreeing to participate, the school district releases Food for Schools LLC, 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 or Procurement 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 LLC, and its employees and contractors entirely free from any liability, including financial responsibility for injuries incurred.
5. The member district acknowledges that awards will be made in accordance with the terms laid out in the IFB, and the district's preferred vendor may not be the awardee. Additionally, in rare situations, there may be no responsive bidders for one or more bids. If this occurs, it will be the district's responsibility to properly procure the items needed individually.
6. This agreement will remain in force until terminated by the district or by Food for Schools LLC. The district may terminate this agreement with 2 weeks written notice at any time, and Food for Schools LLC may terminate this agreement by providing the district 60 days written notice. Email communication will be acceptable for these purposes. No refunds will be given to districts upon termination by either party.
7. This agreement supersedes any previous agreement between the district and Timothy Goossens, Timothy Goossens dba Food for Schools, or Food for Schools.

**School District Information:**

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
ST

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone

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

\_\_\_\_\_  
District enrollment

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**For School District:**

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

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

\_\_\_\_\_  
Date

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**Food for Schools LLC:**

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

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

\_\_\_\_\_  
Date