

## **SAN GABRIEL VALLEY FOOD SERVICES COOPERATIVE PURCHASING GROUP ANNUAL MEMBERSHIP AGREEMENT**

**DEFINITION:** A group of independent school food service directors from Los Angeles County/San Gabriel Valley who have agreed to purchase perishable and staple foods, supplies and USDA commodities in cooperative bidding for our mutual benefit via Invitation for Bid (IFB) and/or Request for Proposal (RFP). The group is referred to as the “San Gabriel Cooperative Purchasing Group” and/or the “San Gabriel Co-Op,” herein after referred to as the Co-Op.

### **RULES & GUIDELINES:**

1. The Co-Op meets as needed, to mutually determine items to bid and purchase cooperatively and to assign specific tasks to each member.
2. The Co-Op agrees to share ideas and suggestions and compromise for the benefit of the group.
3. The Co-Op limits membership to independent school food service directors who are in the same geographic proximity. Prospective new members must submit, in writing, a request to join the Co-Op. The prospective new member must demonstrate a willingness to accept the Co-Op’s goals, rules, and guidelines and will be approved to join by a three-quarters majority vote of membership.
4. Active membership is required. Active membership is defined as attending all meetings of the Co-Op and assisting with the procurement of goods for maximum mutual benefit. Members are to be punctual for meetings and notify the chairperson if unable to attend.
5. Written approval from the Board of Education or Superintendent or designee of the respective school district, is required for membership in the Co-Op and be automatically renewed on an annual basis.
6. A chairperson is appointed for a minimum of one school year. The chairperson conducts meetings, keeps order, coordinates functions, and plans the agenda. The chairperson maintains official membership and purchasing documentation. The chairperson (or a designee) will serve as lead representative to the Super Co-Op Governing Council.
7. A co-chairperson is appointed for a minimum of one school year. The co-chairperson assists the chairperson in all aspects of the duties, in preparation for assuming the chairperson position in the following year.
8. A secretary is appointed for a minimum of one school year. The secretary takes and sends the minutes prior to the next scheduled meeting.
9. In the event a district determines its membership in the Co-Op is no longer desirable, the district may submit to the Co-Op, in writing, its intent to withdraw from the Co-Op. The Co-Op will expect the district to honor its obligations with respect to any bids and/or bid/RFP awards made prior to receiving the letter of intent to withdraw. After all obligations have been met, the district will be considered dropped from the Co-Op. Notice received by November 1 of the current year will take effect July 1 of the following year.
10. In the event that a district does not contribute to the Co-Op in attendance or division of workload, the district may be terminated by a three-quarters majority vote of membership.
11. Any district may be terminated by a three-quarters majority vote of the membership. In the event that a member is terminated by a three-quarters majority vote of the membership, the member will be notified by the chairperson, in writing of such action. The Co-Op will expect the member district to honor its obligations with respect to any purchasing awards made prior to termination.

12. Vendors are not allowed to attend the Co-Op meetings. With the majority vote, meetings may be arranged to include vendors and/or guests.
13. It is understood that each of the participating districts shall have the obligation of either joining in or not joining in the purchase of any items upon which purchasing documents are composed. Written notification must be submitted prior to advertising, item selection, quantities and terms of shipment have been determined for that purchasing document. All District directors must make a conscientious effort to purchase only the approved bid/RFP items.
14. Bids are handled by the member assigned to that bid/RFP with mutual help and agreement on final bid/RFP and award. Questions on bid/RFP items are directed to that member.
15. All communications with vendors concerning specific purchasing documents (i.e. invitation for bid, request for proposal, etc.) should be conducted by the chairperson or designated representative (appointed to handle the specific purchasing documents) as agreed upon by the Co-Op members.
16. Once the purchasing specifications have been prepared and approved by the majority of the Co-Op, no changes will be made unless approved by the majority of members.
17. a. No member is allowed to withdraw from his or her obligation to honor the IFB/RFP once the IFB/RFP has closed.  
 b. Members are, however, allowed to withdraw from his or her obligation to honor a piggy backed bid prior to annual commitment with a written request addressed to the chairperson of the Co-Op pending majority vote of the members.
18. In the case of an IFB or RFP the Co-Op shall award the IFB to the lowest responsible bidder or award the RFP to the best responsible bidder based on the criteria specified in the RFB in each particular category or class, as determined by the majority of members. The resulting contract shall be approved by one of the participating district's Board of Education or the Board of Education of the chair person on behalf of the Co-Op.
19. The cost of advertising and any other costs associated with the bid/RFP shall be rotated between the participating districts.
20. Each participating school district shall issue its respective purchase orders. The participating district shall be billed and make payment to vendors individually for their respective portion of purchases made hereunder. Under no circumstances shall any district be responsible for payment on account of another participating district's purchase hereunder.
21. In the event that any dispute arises between individual participating school districts and a successful bidder, the same shall be handled by and between the individual school district and the bidder/vendor.
22. These bylaws can be amended by a three quarters majority vote of the membership and should be reviewed annually at the first Co-Op meeting of the fiscal year.

I agree to the above rules and regulations. I understand that failure to comply with any of the above rules/regulations may result in termination from the San Gabriel Valley Food Services Cooperative Purchasing Group.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
 District: \_\_\_\_\_