
Reagan Academy Food Service Program Request for Quote

Ronald Wilson Reagan Academy 1143 W Center, Springville, Utah 84663

This document contains an invitation to companies to quote pricing to supply pizza to be served to children participating in the National School Lunch Program (NSLP). This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, it shall constitute the contract between the bidder and the sponsor named below.

Sponsor Name: **Reagan Academy**

Address: **1143 West Center, Springville, UT 84663**

Telephone Number: **1-801-489-7828 opt. 2**

Contact Person: **Marci Johnson**

Contract Dates

Commencement: **August 19, 2019** Expiration: **May 30, 2020**

Renewal Option: 4 consecutive school year terms after the initial year. Reagan Academy reserves the right to choose not to renew for any reason.

Bid Opening

Date: June 10, 2019 Closing: June 18, 2020

Samples Required: Yes

Note: Please provide us with all required paperwork and a sample of each product on the date of closing at 1pm.

Required Documents:

Bid RFQ Cover Sheet with Pricing

Attachment A: Standard Terms and Conditions

Attachment B: Scope of Work

Byrd Anti-Lobbying Certification

Certification Regarding Debarment and Suspension

Certification of Independent Price Determination

Buy American Product Statements

FIXED PRICE TO BE INSERTED BY THE BIDDER

Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____
Item_____	Size_____	Portions_____	\$_____

Bidder Name:

Street Address:

Telephone Number:

Mailing Address:

Contact Person:

Signature:

Title:

Date:

Acceptance

Sponsor Name:

Sponsor Signature:

Title:

Date:

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS

REAGAN ACADEMY FOOD SERVICES CONTRACTS

It is the intent of Reagan Academy to contract with an interested party for the purchase of goods, meaning all things (including specially manufactured goods) which are tangible, and usually moveable.

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) “**Confidential Information**” means information that is deemed as confidential under applicable state and federal laws, including personal information. Reagan Academy shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
- b) “**Contract**” means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Response, when accepted and signed by an authorized representative of Reagan Academy. The format of the Contract, as described in the prior sentence, will be at the sole option of Reagan Academy. Additionally, the term “Contract” may include any purchase orders, additional terms and conditions, or instructions issued by Reagan Academy that result from this Contract.
- c) “**Contract Signature Page(s)**” means the cover page(s) that Reagan Academy and the Contractor sign..
- d) “**Contractor**” means the individual or entity delivering the Goods identified in this Contract. The term “Contractor” shall include Contractor’s agents, officers, employees, and partners.
- e) “**Goods**” means all types of tangible personal property (commodities), including but not limited to materials, supplies, and equipment that Contractor is required to deliver under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support), such services will be deemed “Goods” within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
- f) “**Proposal**” means Contractor’s response to the solicitation.
- g) “**Solicitation**” means the documents used by Reagan Academy to obtain Contractor’s Proposal.
- h) “**Subcontractors**” means subcontractors or sub-consultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor’s manufacturers, distributors, and suppliers.

2. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.

a. APPENDIX II TO 2 CFR PART 200: Contractor will comply with all provisions as required.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

4. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

9. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. See [§ 200.322](#) Procurement of recovered materials.

b. CIVIL RIGHTS:

1. Title VI and VII of the Civil Rights Act of 1964 ([42 U.S.C. 2000e](#)), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin;

2. Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex;

3. 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities;

4. Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

This institution is an equal opportunity provider.

c. BUY AMERICAN PROVISION

a. Reagan Academy participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21 (d). Here, substantially means over 51% from American products.

b. The Contractor shall comply with the Buy American Provision of the National School Lunch Program by supplying products that meet the requirements above in 8.a.

c. The Contractor shall provide a certification of domestic origin for products which do not have country of origin labels.

d. Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to the corresponding CCU member, a minimum of 7 days in advance of delivery . The request must include the:

1. Alternative substitute(s) that are domestic and meet the required specifications :

(1) Price of the domestic food alternative substitute(s); and

(2) Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

2. Reason for exception: limited/lack of availability or price (include price):

(1) Price of the domestic food product; and

(2) Price of the non-domestic product that meets the required specification.

d. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.

1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in accordance with applicable immigration laws.

2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the Charter Coop of Utah in accordance with applicable immigration laws.

3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

3. INSPECTION OF FACILITY:

a. The Sponsor, the State agency and USDA reserve the right to inspect the contractor's facilities without notice at any time within the contract period, including the right to be present during preparation and delivery of food.

b. The contractor's facilities shall be subject to periodic inspections by State and local health departments in accordance with USDA regulations.

1. The contractor must comply with all health code regulations at all times. If there is a health code violation found that may affect the food quality or the contractors ability to provide product, the sponsor must be notified within 24 hours and this contract will be suspended until proof of the violation being corrected is provided to the sponsor. Failure to report a violation, or severity of violation, may result in the contract being voided.

4. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Reagan Academy unless disclosure has been made.

5. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as employees of Reagan Academy.

6. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless Reagan Academy or any of Reagan Academy's employees from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of Reagan Academy or its employees. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
7. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of Reagan Academy and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.
8. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. Reagan Academy and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall Reagan Academy be liable to the Contractor for compensation for any Good neither requested nor accepted. In no event shall Reagan Academy exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to Reagan Academy for any damages or claims arising under this Contract.

9. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of Reagan Academy. If Reagan Academy reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects Reagan Academy's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, Reagan Academy will reimburse Contractor for the Goods properly ordered until the effective date of said notice. Reagan Academy will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

10. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from Reagan Academy's funds and may be used in the exercise of Reagan Academy's essential functions. Upon request, Reagan Academy will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request Reagan Academy's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

11. **WARRANTY:** Contractor warrants, represents and conveys full ownership, and clear title, free of all liens and encumbrances to the Goods delivered to Reagan Academy under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified in the Contract, all Goods provided shall be new and unused of the latest model or design.

a. Remedies available to Reagan Academy under this section include, but are not limited to, the following: Contractor will repair or replace Goods (at no charge) within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies Reagan Academy may otherwise have under this Contract.

12. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the state of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to Reagan Academy within thirty (30) days of contract award. Contractor must add Reagan Academy as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

13. **PRICING:**

- a. All "Line Item" bids must be for a specific price for the unit of measure specified for that item. The contractor is responsible for clearly noting any differences in proposed packaging and/or units of measure in the bid response, and the contractor shall understand that if the item in question is awarded to the contractor, the quantity specified for that item will be adjusted to achieve an approximately equivalent amount of the product.
 - b. In cases where another price is requested for comparison purposes (e.g., "portion price" or "price per ounce"), such price is for comparison purposes only. Purchases will be made in the increments of the unit of measure specified. In the case of any discrepancy or error in comparison price calculations, the price for the unit of measure specified will prevail. Excessive errors in comparison price calculations will be sufficient grounds for rejection of the entire bid.
14. **LARGE VOLUME DISCOUNT PRICING:** Reagan Academy may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to Reagan Academy for large volume purchases.
15. **QUANTITY ESTIMATES:** Reagan Academy does not guarantee any purchase amount under this Contract. Estimated quantities based on previous usage and are for solicitation purposes only and are not to be construed as a guarantee.
16. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor gives Reagan Academy express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. Reagan Academy is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
17. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Reagan Academy under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, Reagan Academy and federal auditors, access to all such records.
18. **REPORTS AND FEES:**
- a. **Reports:** Contractor agrees to provide a quarterly utilization report if requested, reflecting net sales to Reagan Academy during the associated fee period.

b. **Fees:** The Contractor may not charge any fee to participation in this contract.

19. **ORDERING:** Orders will be placed by Reagan Academy directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

20. **DELIVERY:** Time is of the essence for all deliveries made under this Contract. All responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to Reagan Academy, except as to latent defects, fraud, or Contractor's warranty obligations. Contractor's failure to provide the Goods by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping the Goods.

In the event of unforeseen emergency circumstances, the contractor shall immediately notify the Sponsor by telephone of the following: (1) the impossibility of on-time delivery; (2) the circumstances precluding the delivery; and (3) a statement of whether or not future deliveries will be affected.

21. **ACCEPTANCE AND REJECTION:** Reagan Academy shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by Reagan Academy.

If Contractor delivers nonconforming Goods, Reagan Academy may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of Reagan Academy to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Goods to Reagan Academy. The prices paid by Reagan Academy will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. Reagan Academy has the right to adjust or return any invoice reflecting incorrect pricing.

A. Violations that shall cause disallowances in the Contractor's payments from the sponsor include the following:

- Delivery foods that are wholly or partially spoiled.
- Delivering foods outside the designated delivery times.
- Delivering foods that were improperly packaged i.e. containers broken, torn, or open.
- Delivering foods with components that are less than the required size, or temperature.

- Delivering foods that are missing components.
- Delivering foods in excess of the order, regardless of whether they are accepted at the site.
- Changing components without the Sponsors prior approval.

Invoices must reflect all items ordered. For USDA commodity processing the contractor must show on the invoice the commodity price, pass through value (PTV) of the commodity, contractors fee, and total charge for all commodity process items. These must be shown separately on the invoice NOT just in the total.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by Reagan Academy then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with Reagan Academy within ten (10) business days of receipt of final payment, shall release Reagan Academy from all claims and all liability to the Contractor. Reagan Academy's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that Reagan Academy may have against Contractor. Reagan Academy will not allow the Contractor to charge end users electronic payment fees of any kind.
24. **CREDITS:** All credits must be applied for within 14 days with the contractors required documentation and must be credited with 30 days to Reagan Academy's invoice. If credits are not issued within the 30 days Reagan Academy reserves the right to charge a 1% fee per month on the amount of the credit applied for until the credit is issued.
25. **FOOD RECALLS:** Contractor must follow all applicable Federal, State, or local requirements for foods subject to a recall. Contractor must also provide a copy of Contractors food recall procedures including procedures or instructions in responding to a food recall, replacement or reimbursement of recalled foods, and reimbursement of specific costs incurred as result of the recall.
26. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of Reagan Academy.
27. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. Reagan Academy may terminate this Contract after determining such delay will prevent successful performance of this Contract.

28. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify Reagan Academy of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend Reagan Academy including anyone for whom Reagan Academy is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

29. **PUBLICITY:** Contractor shall submit to Reagan Academy for written approval all advertising and publicity matters relating to this Contract. It is within Reagan Academy's sole discretion whether to provide approval, which approval must be done in writing.

30. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Reagan Academy is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of Reagan Academy, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

31. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

32. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action

33. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. Reagan Academy and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If Reagan Academy appoints such an expert or panel, Reagan Academy and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

34. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's terms and conditions that are attached to this Contract, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of Reagan Academy must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
35. **END USER AGREEMENTS:** If Reagan Academy is required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by Reagan Academy. Reagan Academy will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
36. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Reagan Academy's right to enforce this Contract with respect to any default of this Contract or defect in the Goods.
37. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
38. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

ATTACHEMENT B: SCOPE OF WORK

Specifications-

1. This quote must include an entrée pizza slice made with a regular enriched flour crust, and dessert pizza made from 51% whole grain.
2. Entrée pizzas will be cut in an 8 slice for K-5, 6 slice for 6-8, and the dessert pizza will be a 12 slice.
2. Each entrée pizza serving must have a minimum 1 MMA crediting per slice. Dessert pizza must have a minimum grain crediting of 1.75. Please attach completed USDA grain and meat/meat alternate crediting sheets for child nutrition programs, and nutritional information for each product and size proposed.
3. Pizza pricing must include the options of pepperoni, sausage, Hawaiian, and cheese.
4. We would prefer that the pizza will be delivered in two deliveries but understand that due to time and traffic that traveling for both deliveries is not always beneficial for either party. Therefore, please check which delivery option is best for your company to provide the best quality pizza for our students.
 - ___ a) 8 slice and the dessert pizza (if dessert is provided) at 10:30am and the 6 slice by 11:30.
 - ___ b) All pizza and dessert pizzas delivered by 10:30am.

Byrd Anti-Lobbying Compliance and Certification

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in 2 CFR 215, Appendix A, Section 7 (currently \$100,000), the Contractor must complete and sign the following:

The following certification and disclosure regarding to influence certain federal transactions are made per the provisions contained in OMB Circular A-110 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name (Please Print)

Signature of Authorized Representative

Date

Certification Regarding Debarment and Suspension

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/bid had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Company Name (Please Print)

Signature of Authorized Representative

Date

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Reagan Academy and Contractor shall execute this Certificate of Independent Price Determination.

Name of Vended School Meals Company

Name of School Food Authority

(A) By submission of this offer, the contractor certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other contractor or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and

(3) No attempt has been made or will be made by the contractor to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the Contractor certifies that:

(1) He or she is the person in the contractor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or

(2) He or she is not the person in other contractor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Contractor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Contractor Title Date
Company's Authorized Representative

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of School Food Authority's Title Date
Authorized Representative

