

**AGREEMENT BETWEEN SCHOOL AND SERVICE PROVIDER
FOR THIRD PARTY PROCUREMENT SPECIALIST SERVICES**

_____ Southern Lehigh _____ SCHOOL

This contract ("Contract") is entered into by and between _____ Southern Lehigh _____, a _____ public school district _____ in the Commonwealth of Pennsylvania (hereinafter "School") and K12 SERVICES, INC., a _____ corporation (hereinafter known as "Service Provider").

WITNESSETH

WHEREAS, the School desires to enter into an agreement for **Third Party Procurement Specialist Services** pursuant to the Le-Nor-Co Purchasing Cooperative Request for Proposals for **Third Party Procurement Specialist Services** for procurement of school food service commercial and commodity foods and supplies for the Le-Nor-Co Purchasing Cooperative, pursuant to the Le-Nor-Co Purchasing Cooperative's Request for Proposals (the "RFP").

WHEREAS, the School and Service Provider agree that it shall be the primary obligation of the Service Provider to operate its affairs so that the School will be assured of Service Provider's continuous and reliable service.

NOW, THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. Term and Renewal: The Contract will commence on February 1, 2017, and continue for three years and five (5) months, ending June 30, 2020, subject to the termination provisions set forth in the Contract. The "first year" of this Contract shall consist of the period from February 1, 2017 to June 30, 2018. The second, third and subsequent years of this Contract (if renewed) shall consist of 12 months each commencing on July 1 and ending June 30. The continuation of this Contract is contingent upon satisfactory performance by the Service Provider. If the performance of the service is not acceptable, this Contract may be terminated by the School at no additional cost to the School. The School shall be the sole determiner of the quality of service and whether it is satisfactory. The School reserves the right, in its sole and absolute discretion, to renew the Contract for two (2) additional renewal terms of one (1) year each (running July 1st through June 30th). Renewals will be effective through notice delivered to the Service Provider thirty (30) days prior to the end of the then current term.

2. Description of Services and Compensation:

A. Service Provider agrees to and shall furnish the contracted food procurement specialist services in accordance with this Contract, the RFP and the Response submitted by Service Provider (but excluding any exceptions to the Le-Nor-Co

Purchasing Cooperative's RFP, unless expressly set forth in this Section 2 as being accepted by the School). Exceptions agreed to are as follows: The School agrees to waive the insurance requirement outlined in the Le-Nor-Co Purchasing Cooperative's RFP requiring Products/Completed Operations Aggregate Limits of not less than \$2,000,000.

B. Service Provider shall be compensated for services as follows: annual fee of \$.015 per meal multiplied by the "NSLP Total Meals Served" as currently displayed in column "V" of the State's report as reported by the School to the Pennsylvania Department of Education Food and Nutrition Division Year-to-Date & Monthly Eligibility Report Effective August 20XX for the previous school year. For example, the report for the 2015/2016 school year reported in August 2016 shall be used to determine Service Provider's annual fee for the first year (February 1, 2017 to June 30, 2018) of this Contract. By way of further example, the report for the 2016/2017 school year reported in August 2017 shall be used to determine Service Provider's annual fee for the second year (July 1, 2018 to June 30, 2019) of this Contract. Should the August published report not contain the full previous school year reporting, (ex: June meal counts are not reflected yet), the parties shall use the next reported month which includes all previous twelve months.

C. Service Provider agrees that its total annual fee from all participating members of the Le-Nor-Co Purchasing Cooperative shall not exceed \$105,000. Prior to sending out the first invoice to the School and other participating members, Service Provider agrees to provide the Le-Nor-Co Purchasing Cooperative with a report calculating Service Provider's aggregate annual fee for the first year of the Contract for all participating members (broken down by each participating member) based on the formula set forth in Subsection 2.B. above. If Service Provider's calculated total aggregate fee to all participating members exceeds \$105,000, Service Provider shall proportionately reduce each participating member's fee, such that the total aggregate fee does not exceed \$105,000, and shall reduce the invoices accordingly. Service Provider shall show its calculation of the initial fee and proportionate reduction in its report. Upon the Le-Nor-Purchasing Cooperative's approval of the report, Service Provider may issue its first invoice to the participating members as set forth in Section 3 below.

3. Payment of Services: During the term of this Contract, Service Provider shall invoice the School by the first working day of each calendar quarter, an amount reflecting services performed during the previous calendar quarter by Service Provider (not to exceed 1/4 of the total annual fixed fee) (for the first contract year, Service Provider shall issue five invoices, not exceeding 1/5 of the total annual fee (i.e. the first invoice for the period of February 1, 2017 to June 30, 2017, and the second, third, fourth and fifth invoices for the calendar quarters of the 2017-2018 school year. The invoice for the initial period of February 1, 2017 to June 30, 2017 shall not be submitted prior to July 1, 2017). Payment, net of any School expenses, shall be made by the School within sixty (60) days as set forth in the Instructions to Proposer. Payment shall only be rendered upon the successful submission of an invoice to the School by the Service Provider no later than the first working day of the calendar quarter. All invoices must be submitted in

accordance with the School's instructions and must contain any or all information requested by the School. Invoices not submitted by the Service Provider on or before the date as specified shall be carried by the Service Provider until the next billing date at no additional cost to School. Service Provider shall submit with its invoices payroll certifications evidencing the number of hours worked per employee (e.g. the employee's position, number of hours worked per week, etc.) and such other information reasonably requested by the School to establish the minimum number of hours are being provided, which payroll certifications shall be in such form as is reasonably satisfactory to the School. If Service Provider fails to provide the minimum number of hours required, the School may deduct from Service Provider's monthly payment the total cost of labor and benefits (at the hourly rates set forth on Service Provider's Proposal) for those hours not worked.

4. Insurance: Prior to the commencement of the services to be performed and throughout the entire term of this Contract, Service Provider shall maintain insurance of the type and in the amounts set forth below:

A. The Service Provider shall purchase and maintain during the life of the contract to be entered into Professional liability insurance coverage with minimum limits of \$1,000,000.00.

B. The Service Provider shall not commence work under this contract until he has obtained all insurance required under these specifications, which Certificates shall set forth such insurance has been approved by the School. Proof of insurance must be provided via currently dated and signed Accord Certificates of Insurance with the Le-Nor-Co Purchasing Cooperative and each participating member in the Le-Nor-Co Purchasing Cooperative listed as an additional insured and the Certificate Holder and with the Certificate to include a 30-day provision for notice of cancellation. Insurance companies providing Insurance coverage must be rated A- or better by A.M. Best Co.

C. The Service Provider shall purchase and maintain during the life of the contract to be entered into Workmen's Compensation Insurance for all of the employees employed. Workers' Compensation Insurance shall be provided with limits not less than that which is required by Pennsylvania Statute and Employers Liability Limits not less than \$100,000 Each Accident, \$100,000 Disease Each Employee and \$500,000 Disease Policy Limit.

D. The Service Provider shall purchase and maintain during the life of the contract to be entered into Public Liability and property Damage Insurance as shall protect him while performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under the contract to be entered into, whether such operations be by himself or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as follows:

E. The Service Provider shall carry Commercial General Liability Insurance in an amount that is not less than \$1,000,000 for any and all bodily and personal injuries, including accidental death, to any one person, and subject to the same limit for each person in amount not less than \$2,000,000 on account of one accident. Property Damage Insurance shall be in an amount of not less than \$1,000,000 and may be included in a combined limit with personal injuries described above. Policies of insurance shall not exclude or limit coverage for the hazards of explosion, collapse, underground and mobile equipment, nor shall they exclude claims or limit resulting from physical and mental abuse and/or molestation and independent Service Providers. Each participating member of the Le-Nor-Co Purchasing Cooperative must be named as an additional insured by endorsement.

F. Motor Vehicle Insurance shall be in an amount of not less than \$1,000,000 for Public Liability and \$1,000,000 for Property Damage. Commercial Automobile Insurance is required that provides coverage for all vehicles including those vehicles that are owned, not owned and hired. Policies of insurance shall not exclude loading and unloading nor shall they exclude coverage for the operation of mobile equipment and mechanical devices that are attached to vehicles.

G. With respect to any of the insurance policies provided by the Service Provider pursuant to the Contract which are "claims made" policies, in the event at any time any such policies are cancelled or not renewed, the Service Provider shall provide a substitute insurance policy(ies) with terms and conditions and in amounts which comply with the terms of the Contract and which provides for retroactive coverage to the date of cancellation or non-renewal to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims made" policy(ies). With respect to all "claims made" policies, which are renewed, the Service Provider shall provide coverage retroactive to the date of commencement of work under the Contract. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of final completion of the Contract.

5. Assignment and Subcontracting: The Service Provider shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of his right, title, or interest therein without the prior written consent of the School which consent may be withheld at the School's sole discretion. No subcontract shall be made with any other party for furnishing any of the services to be provided in accordance with this Contract without the prior written consent of the School, which consent may be withheld at the School's sole discretion.

6. Independent Contractor: Service Provider understands that in performing this Contract, Service Provider is acting in the capacity of an independent contractor, and the Service Provider shall not be an agent, servant, partner nor employee of the School. Service Provider shall be solely responsible to pay its own federal, state and local income taxes for its employees, salaries, social security payments, and any and all other payments incurred by Service Provider in the performance of this Contract, as well as

perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including, but not limited to, workers' compensation insurance, disability insurance, medical insurance, and unemployment insurance are available from the School to Service Provider and/or any of Service Provider's agents, servants, or employees. Service Provider has no authority to assume or create any obligations or responsibility, express or implied, on behalf of or in the name of the School, or to bind the School in any way whatsoever.

Service Provider hereby agrees that the services to be performed under this Contract will be performed entirely at Service Provider's risk, and Service Provider assumes all responsibility for the subject matter of this Contract. For the avoidance of doubt, the preceding sentence is not intended to make Service Provider responsible for the acts of vendors supplying school food service commercial and commodity foods and supplies to the Le-Nor-Co Purchasing Cooperative or its participating members pursuant to separate contracts entered into between the food service vendor and the Le-Nor-Co Purchasing Cooperative or its participating members. Service Provider shall be solely responsible for its acts during the performance of the services set forth in this Contract.

Service Provider hereby agrees that in the performance of the services required under this Contract, Service Provider has full and sole responsibility for compliance with all federal, state and local laws, regulations and ordinances.

7. Indemnification: To the fullest extent permitted by law, the Service Provider shall indemnify and hold harmless the School, its directors, officers, agents, and employees, from and against all claims, damages, losses, and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Service Provider's performance of the Contract, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Service Provider, a subcontractor, anyone directly or indirectly employed by them or for anyone for whose acts they may be liable. For the avoidance of doubt, the preceding sentence is not intended to make Service Provider responsible for the acts of vendors supplying school food service commercial and commodity foods and supplies to the Le-Nor-Co Purchasing Cooperative or its participating members pursuant to separate contracts entered into between the food service vendor and the Le-Nor-Co Purchasing Cooperative or its participating members.

Service Provider further agrees to indemnify, defend and hold harmless Le-Nor-Co Purchasing Cooperative, its participating members, its and their respective successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and; liabilities, including reasonable attorney's fees, arising out of (1) the negligent acts or willful misconduct of the Service Provider and/or its officers, directors, employees, agents, or subcontractors; (2) any breach of the terms of the Contract by the Service Provider; (3) any violation of applicable local, state and/or Federal law, regulation, ordinance or requirement; or (4) any breach of any representation or warranty by the

Service Provider under the Contract. The Service Provider agrees to notify Le-Nor-Co Purchasing Cooperative (or applicable participating members) by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which Le-Nor-Co Purchasing Cooperative (or its participating members) may be entitled to indemnification under this Contract.

Service Provider further represents and warrants that it is in compliance in all material respects with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act, and is not engaged in any unfair labor practice. Service Provider shall be solely responsible, at Service Provider's sole cost and expense, for compliance with all currently applicable laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and Affordable Care Act. Service Provider further agrees to indemnify, save and hold the School, and its directors, officers, agents, and employees harmless from and against any and all claims brought by the agents, workers, servants, employees, or independent contractors of Service Provider for any violation or alleged violation of laws respecting employment, employment taxes, employee benefits, discrimination in employment, terms and conditions of employment, worker classification (including the proper classification of workers as independent contractors and consultants), wages, hours and occupational safety and health and employment practices, including the Immigration Reform and Control Act and the Affordable Care Act, and unfair labor practices.

The indemnification obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Provider or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in this indemnification provision is intended to waive or extinguish the immunity protections of the School, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act. Service Provider's indemnity obligations shall be in addition to any insurance requirements under the Contract and any other indemnity obligations under the Contract, and shall survive the expiration or earlier termination of the Contract.

8. Release: Service Provider hereby releases the School, its directors, officers, agents, workers, servants and employees from any and all matter of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include, but not be limited to, personal injury and damage to personal property, resulting

to the Service Provider, its agents, servants, or employees in the performance of the services described in the Contract Documents.

9. Termination Provisions:

A. Right to Terminate for Breach – Each party shall have, in addition to all other rights and remedies available to it under the Contract, at law or in equity, the right to terminate the Contract upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within twenty (20) calendar days following written notice of the same.

B. Right to Terminate for Convenience – School shall have the right to terminate the Contract for any reason upon ninety (90) calendar days' advance written notice to the Service Provider. In case of such termination, where Service Provider is without fault, Service Provider shall be entitled to receive payment from the School for all work satisfactorily performed prior to termination.

10. Personnel: Service Provider shall provide sufficient organization, personnel, and management to carry out the requirements of the Contract. The School reserves the right to request removal or change of any of the Service Provider's personnel providing unsatisfactory services under the contract. The Service Provider shall use reasonable efforts to replace such personnel as soon as reasonably possible with a person which the School deems acceptable. In the event the Service Provider and School are unable to agree on the replacement personnel, the School shall have the right to terminate the Contract (in whole or in part) upon thirty (30) days written notice to the Service Provider. Should the Contract be terminated under such circumstances, the School shall be absolved of all penalties and financial assessments related to cancellation of the Contract.

11. Non-Discrimination: The Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, 43 P.S. §951 *et seq.*, prohibits discrimination on the basis of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. Service Provider does hereby agree to comply with the provisions of this Act, as amended, which are hereby made part of the Contract. Service Provider's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

12. Criminal Background Checks: Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, 24 P.S. Section 1-111, as the same has been and may be amended from time to time, if requested by the School and prior to commencing work under the Contract, Service Provider shall submit for any employee or independent contractor who would be working on a school site, pursuant to work contemplated in the Contract, (a) a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository

contains no such information relating to that person, (b) a report of federal criminal history record information from the Federal Bureau of Investigation, and (c) a written report from each employee or independent contractor, on the Pennsylvania Department of Education's standardized form, reporting any arrest or conviction for an enumerated offense. Service Provider shall produce the original documentation for each prospective employee or independent contractor of such Service Provider prior to employment. Service Provider shall not allow any prospective employee or independent contractor on the school's site prior to providing the School with the above-referenced criminal history record information for said prospective employee or independent contractor. As required pursuant to § 1-111, Service Provider shall cause its employees and independent contractors to provide written notice of any subsequent arrests or convictions for an enumerated offense with 72 hours after an arrest or conviction. Service Provider shall comply with § 1-111, and any and all amendments thereto at Service Provider's sole cost and expense.

13. Child Protective Services: Prior to commencing the work under the Contract, Service Provider shall submit for any employee or independent contractor who would be working on a school site(s), pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act, as the same has been or may be amended from time to time. Service Provider shall not allow any employees, prospective employees, or independent contractors on the job site prior to providing the school with the above-referenced clearance statement for the employees, prospective employees, or independent contractors. Service Provider shall comply with all amendments to this Act at Service Provider's sole cost and expense. Service Provider shall provide its employees with mandatory child abuse recognition and reporting training per Act 126 of 2012.

14. Waiver of Consequential Damages: Service Provider waives claims against the School, Le-Nor-Co Purchasing Cooperative and its participating members for consequential damages arising out of or relating to the Contract, including, but not limited to, damages incurred by the Service Provider for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the services provided to the School.

15. Taxes: Service Provider is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

16. Compliance with Laws: Service Provider shall comply with all applicable federal, state, and local statutes, regulations, ordinances, codes, and standards, including industry standards. The failure to specifically reference or include said matters in the contract documents does not excuse Service Provider from compliance with same.

17. Entire Agreement, Caption, Counterparts and Modifications: This Contract, together with the documents incorporated by reference in Section 18 of this Contract, contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and supersedes all previous written or oral negotiations, commitments, agreements and writings. The captions in this Contract are for the convenience of reference only, and do not form a part hereof, and do not in any way modify, interpret or construe the intention of the parties. This Contract may be executed in any number of counterparts. Each counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one instrument. Delivery of a copy of this Contract bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. For the purposes of this Section 17 "original signature" means or refers to a signature that has not been mechanically or electronically reproduced. This Contract may only be modified in writing and signed by all of the parties.

18. Governing Law, Jurisdiction and Venue: This Contract shall be construed and interpreted and its validity shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Jurisdiction and venue for any disputes arising in connection with this Contract shall lie solely with the Court of Common Pleas of Lehigh County, Pennsylvania. All parties hereto hereby submit themselves to the exclusive jurisdiction and agree to accept service of any court process, order, or other document by certified mail in lieu of personal service. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Service Provider shall proceed diligently with performance of the Contract so as to avoid delay in the provision of services.

19. Notices: Any notice required to be given hereunder shall be given in writing, and shall be served in person, or deposited in the form of a written notice in the United States mail and sent by registered or certified mail with postage charges prepaid, or sent by national overnight delivery service, including, but not limited to, Federal Express or through an electronic delivery system, such as telex or fax, properly addressed and directed to the party to receive the same, at the following addresses or such other address as may hereafter be substituted therefore by notice in writing thereof:

If, to the School:

Attn: _____

With a copy to:

Attn: _____

If to the Service Provider:

K12 Services, Inc.
1602 Village Market Blvd, SE Suite 435
Leesburg, VA 20175
Tel: 571-485-5056
Cell: 240-285-0105

Notice shall be deemed given on the earlier of the date of receipt or the second business day after having been mailed in accordance with this Section.

20. Invalidity: The invalidity of any one or more of the words, phrases, sentences, Sections, or subsections contained in this Contract shall not affect the enforceability of the remaining portions of this Contract or any part thereof, all of which are inserted conditionally on their being valid in law. In the event that any one or more of the works, phrases, sentences, sections, or subsections are found to invalid or unenforceable, this Contract shall be read as is if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity. Should any local, state, or federal regulatory authority having jurisdiction enter a valid and enforceable order upon the School which has the effect of changing or superseding any term or condition of the Contract, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Contract shall remain in effect, unless the effect of the order is to deprive the School of a material part of its Contract with the Service Provider. In the event the order results in depriving the School of services under this Contract or raising its costs for services beyond that defined in this Contract, the School shall have the right to rescind all or part of the Contract (if such a rescission is practical) or to terminate the Contract (in whole or in part) upon thirty (30) days written notice to the Service Provider. Should the Contract be terminated under such circumstances, the School shall be absolved of all penalties and financial assessments related to cancellation of the Contract.

21. Binding Effect: This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Waiver: The waiver by a party of any term, covenant, obligation, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the

same or waiver of any obligation or condition herein contained. No covenant, term, obligation, or condition of this Contract shall be deemed to have been waived by the School, unless such waiver be in a written notice to Service Provider executed by the School.

23. Construction: For purposes of this Contract, the neuter shall include the masculine and the feminine, the masculine shall include the feminine, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular, as the context may require. References to "School District" or "school district" in the RFP shall also include vocational technical schools.

24. Remedies: The rights and remedies of the School contained herein shall not be exclusive and are in addition to any rights and remedies provided under the law or in equity.

25. Vendor Integrity Provisions.

A. Definitions. For purposes of this Section 25, the following definitions shall apply:

1. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or competitive advantage to another desiring to contract with the Le-Nor-Co Purchasing Cooperative or its participating members.

2. **Consent** means written permission signed by a duly authorized officer or employee of the Le-Nor-Co Purchasing Cooperative or applicable participating member(s).

3. **Vendor** means the Service Provider, including its directors, officers, partners, managers, key employees and owners of more than a five percent interest.

4. **Financial interest** means: a) Ownership of more than a five percent interest in any business; or b) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5. **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

B. Highest Standards of Integrity. The Vendor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Le-Nor-Co Purchasing Cooperative or its participating members.

C. Confidential Information. The Vendor shall not disclose to others any confidential information gained by virtue of this Contract.

D. Pecuniary Benefit. The Vendor shall not, in connection with this or any other agreement with the Le-Nor-Co Purchasing Cooperative or its participating members directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Le-Nor-Co Purchasing Cooperative or its participating members.

E. Giving Gratuities. The Vendor shall not, in connection with this or any other agreement with the Le-Nor-Co Purchasing Cooperative or its participating members, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Le-Nor-Co Purchasing Cooperative or its participating members.

F. Accepting Gratuities. Except with the consent of the Le-Nor-Co Purchasing Cooperative and its participating members, neither the Vendor nor anyone in privity with Vendor shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract, including, without limitation to or from vendors supplying school food service commercial and commodity foods and supplies to the Le-Nor-Co Purchasing Cooperative or its participating members pursuant to solicitations issued by Vendor, the Le-Nor-Co Purchasing Cooperative or its participating members in conjunction with this Contract.

G. Supplemental Financial Interests. Except with the consent of the Le-Nor-Co Purchasing Cooperative and its participating members, the Vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material in connection with this Contract, including, without limitation vendors supplying school food service commercial and commodity foods and supplies to the Le-Nor-Co Purchasing Cooperative or its participating members pursuant to solicitations issued by Vendor, the Le-Nor-Co Purchasing Cooperative or its participating members in conjunction with this Contract.

H. Notification of Violations. The Vendor, upon being informed that any violation of these vendor integrity provisions has occurred or may occur, shall immediately notify the Le-Nor-Co Purchasing Cooperative and its participating members in writing.

I. Certification of Non-Violation. The Vendor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant hereto, certifies, and represents that it has not violated any of these vendor integrity provisions.

J. Cooperation with Authorities. The Vendor, upon the inquiry or request of the appropriate state official of any participating member or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant to the Vendor's integrity or responsibility, as those terms are defined by relevant statutes, regulations, or management directives. Such information may include, but shall not be limited to, the

Vendor's business records, financial records, documents or files of any type or form which refers to or concerns this Contract. Such information shall be retained by the Vendor for a period of three years beyond the termination of the Contract unless otherwise provided by law.

K. Rights and Remedies in the Event of Violation. For violation of any of the above provisions, the Le-Nor-Co Purchasing Cooperative and its participating members (as applicable) may terminate this and any other agreement with the Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the Vendor from doing business with the Le-Nor-Co Purchasing Cooperative and its participating members. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Le-Nor-Co Purchasing Cooperative and its participating members may have under law, statute, regulation, or otherwise.

26. Incorporation by Reference: The terms and conditions of the following documents, if checked, are hereby incorporated herein by reference and made a part thereof:

- a. Invitation to Submit Proposal _____ ✓
- b. Entire RFP _____ ✓
- c. Addenda _____ ✓
- d. Non-Collusion Affidavit _____ ✓
- e. Performance Bond _____ ✓
- f. Service Provider's Proposal _____ ✓

(excluding any exceptions to the Le-Nor-Co Purchasing Cooperative's RFP, unless the School has expressly acknowledged and incorporated such exceptions in Section 2 above.)

[signatures on following page]

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal as of the date first above written.

Attest: _____
Name: _____
Title: Board Secretary

By: _____
Name: _____
Title: Board President

K-12 Services, Inc.

Attest: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)