

ADDENDUM TO CONTRACT

AEPA IFB # _____

NAME OF VENDOR PARTNER School Specialty Inc

This ADDENDUM TO CONTRACT is made and entered into this 1st day of July, 2016, by and between Green River Regional Educational Cooperative ("GRREC") and Vendor Partner as identified above.

WITNESSETH:

WHEREAS, the parties entered into the above-referenced contract for the provision of products or services; and

WHEREAS, in order to comply with requirements under the United States Department of Agriculture's Child Nutrition Programs, the parties agree that it is necessary to enter into this addendum to the above-referenced contract.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. CLEAN AIR/CLEAN WATER

A. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 *et seq.*). Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

B. Vendor Partner agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Vendor Partner agrees to report each violation to the USDA and the appropriate EPA Regional Office.

2. SUSPENSION AND DEBARMENT

Vendor Partner understands that a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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."

By signing this Addendum, Vendor Partner certifies as follows:

The certification in this clause is a material representation of fact relied upon by GRREC. If it is later determined that Vendor Partner knowingly rendered an erroneous certification, in addition to remedies available to GRREC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Vendor Partner agrees to comply with the requirements of 2 CFR 180.220 while the above-referenced contract is valid. Vendor Partner further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. LOBBYING

Vendor Partner will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and the New Restrictions on Lobbying and has signed and attached to this Addendum the Certificate Regarding Lobbying and, if applicable, the Disclosure of Lobbying Activities (Forms SF-LLL) and annually will sign and submit a certificate, if applicable, Form SF-LLL to GRREC.

4. PROCUREMENT OF RECOVERED MATERIALS PURSUANT TO 2 C.F.R. § 200.322

Vendor Partner agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

5. BUY AMERICAN

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards School Food Authorities ("SFAs") must comply with when purchasing commercial food products served in the school meals programs.

Buy American: AEPA Member Agencies or Participating Entities participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and

competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Vendor Partner as non-domestic and proposed as part of this contract must be identified with the country of origin. Vendor Partner shall outline their procedures to notify GRREC when products are purchased as non-domestic.

Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by GRREC, prior to the delivery of the product to the AEPA Member Agency or Participating Entities. Any non-domestic product delivered to the AEPA Member Agencies or Participating Entities, without the prior, written approval of GRREC will be rejected.

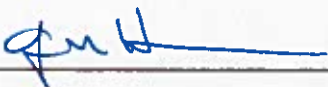
Vendor Partner must affirm its willingness to assert its best and reasonable efforts to ensure compliance with this federal rule.

6. COST REIMBURSEMENT CONTRACTS

Allowable costs will be paid from GRREC to Vendor Partner net of all discounts, rebates and other applicable credits accruing to or received by Vendor Partner or any assignee under the above-referenced contract, to the extent those credits are allocable to the allowable portion of the costs billed to GRREC;

Vendor Partner must separately identify for each cost submitted for payment to GRREC the amount of that cost that is allowable (can be paid from GRREC) and the amount that is unallowable (cannot be paid from GRREC).

VENDOR PARTNER:

Signed by: 

Printed Name: Stephen M. Herren

Company Name: School Specialty Inc

Date: 7/21/16 AEPA Bid #: _____

GREEN RIVER REGIONAL EDUCATIONAL COOPERATIVE

Signed by: Ann Burden

Printed Name: Ann Burden

Date: 6/22/14