

Wayne Regional Educational Service Agency Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of this first day of **June 14, 2023** (“Effective Date”) by and between Wayne Regional Educational Service Agency (“WRESA”) located at 33500 Van Born Road, Wayne, Michigan 48184 and Panera Bread Company dba Panera, LLC (“Supplier”), located at 3630 S. Geyer Road, St. Louis, MO 63127. Collectively, WRESA and Supplier will be known as the “Parties” and individual as a “Party”.

WHEREAS, WRESA wishes to engage Supplier to provide certain services as described in Section 2 of this Agreement (“Services”);

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereby agree as follows:

1. Services

During the Term of this Agreement, contractors shall provide Catering and Food Operation Services as needed and requested by Wayne RESA at one or all of the following locations:

<u>Location</u>	<u>Address</u>
Wayne RESA Education Center	33500 Van Born Road Wayne, MI 48184
Wayne RESA Annex	5454 Venoy Road Wayne, MI 48184
Wayne RESA Burger Baylor Building	28865 Carlyle Inkster, MI 48141
Other Locations: <ul style="list-style-type: none">• WCCCD - Downriver• HYPE Fitness Center• Other Locations as needed:	21000 Northline Road, Taylor, MI 48180 4635 Howe Road, Wayne, MI 48184 Within a 15 mile radius of 33500 Van Born Road, Wayne, MI 48184

Wayne RESA reserves the right to change locations as needed at any time.

Services shall be provided in conformity with the Supplier’s response to RFP #WRESA-01302023-157-01 Catering and Food Operation Services.

WRESA has designated the following individual(s) as official approvers on its behalf:

Name	Title	Phone	Email Address
Robert Burke	Executive Director - Operations & Technology	(734) 334-1433	BurkeR@resa.net

The Supplier shall provide Catering and Food Operations Services which will include those items specified in the table below. This contract was the result of an alternative proposal and does not include

some of the specifications below that extend beyond basic order fulfillment and drop off. **Proposer Response:** Panera does not offer staffing for events outside of setup and delivery.

Section	Specification
	1.0 Level of Service:
1.1	Vendor(s) are to provide catering services for WRESA staff and non WRESA staff events. Vendor(s) will provide a combination of breakfast, lunch, dinner and appropriate beverages for workshops, meetings, conferences, etc. held at various locations (Locations listed in Section 1.1 Scope above)
1.2	Wayne RESA reserves the right to select one (1) or more Vendor(s) for this program and to award in part, in whole, or not at all
1.3	Vendor(s) levels of service must be adequate to, or exceed, the requirements of Wayne RESA events and activities as determined by the Wayne RESA Event Services Department
1.4	Vendor(s) are required to deliver food, beverages, supplies, and other articles as necessary.
1.5	<p>Meals to be provided are breakfast, lunch and dinner. All meals must include beverage options.</p> <p>A typical Wayne RESA breakfast consists of the following:</p> <ul style="list-style-type: none"> ● Bagels, muffins, yogurt, fruit, assorted juices <p>A typical Wayne RESA lunch consists of the following:</p> <ul style="list-style-type: none"> ● Individually Packaged Meal Style <ul style="list-style-type: none"> ○ Sandwich ○ Soup ○ Chips ○ Fruit ○ Variety Salad ○ Desert option ○ Soft Drink ● Buffet Style <ul style="list-style-type: none"> ○ Salads ○ Soup ○ Sandwich ○ Dessert ○ Soft Drink, other non-alcoholic beverages (variety of canned regular/diet soda, bottled water, and tea drinks) <p>A typical Wayne RESA dinner consists of the following:</p> <ul style="list-style-type: none"> ○ Chicken, rice, vegetables, salad, rolls, dessert, beverages ○ Vegetable and meat lasagna, salad, rolls, dessert, beverages
1.6	<p>Vendor(s) must be able to provide halal, kosher, vegetarian, vegan, and gluten-free meal options upon request (see vendor proposal for details)</p> <p>Proposer Response: We do not offer halal or kosher</p>
1.7	Vendor(s) shall provide reasonable serving portions based on industry practice.

Section	Specification
1.8	N/A Proposal Information Request
1.9	N/A Proposal Information Request
1.10	Vendor(s) may be asked to provide product samples as part of the RFP evaluation process. If requested, samples must be provided at no charge to Wayne RESA.
1.11	As part of the RFP evaluation process, Vendor(s) may be asked to provide catered meals prior to award. Wayne RESA agrees to pay for these services.
1.12	Vendor(s) may be required to cater a Wayne RESA CAMPUS event as part of the RFP evaluation process
1.13	Vendor(s) pricing must be proposed on a “per person served” basis and be all inclusive.
1.14	Vendor(s) shall provide products of a quality at least consistent with similar products presently being offered locally in other similar facilities.
1.15	Vendor(s) must, at all times, procure and keep in force during the entire period of the Agreement all permits, licenses required by all laws and regulations of the city of Wayne, Wayne County and the state of Michigan and all levels of insurance required by this document.
1.16	Vendor must comply with all applicable safety regulations for the location in which meals are being provided. This includes, but is not limited to: <ul style="list-style-type: none"> ● Cities of Wayne, Taylor, Inkster, etc. ● Wayne County Health Department ● Occupational Safety and Health Administration (OSHA) ● Michigan Department of Labor Safety Standards (MIOSHA)
1.17	Vendor(s) shall comply with all applicable provisions of the Michigan Public Health Code, The Food Law of 2000, all applicable federal, state, and local laws and must comply with all applicable Wayne RESA rules as provided to Vendor by Wayne RESA.
1.18	Vendor shall provide copies of all applicable certifications required by law, pertinent health and other authorities of the City of Wayne, Wayne County, State of Michigan, and any other department having jurisdiction.
	2.0 Background Checks:

Section	Specification
2.1	<p>Wayne RESA is committed to providing a safe and secure environment for all staff, students, and clients that conduct business or visit any Wayne RESA operated campus. Prior to any individual servicing Wayne RESA operated campuses, a criminal history records check shall be conducted in accordance with state law. Individuals seeking access to Wayne RESA-operated campuses will be held to a similar standard of review as Wayne RESA employees and contractors, including the requirement that any criminal conviction will require the individual to provide requested documentation so that Wayne RESA can conduct a targeted review and individualized assessment. Background checks must be fully completed prior to starting work on any Wayne RESA campus, and only individuals authorized in writing by Wayne RESA utilizing a DETERMINATION FOR ASSIGNMENT form will be accepted as qualified for placement.</p> <p>Background checks will be processed by Wayne RESA for a fee of seventy-five dollars (\$75.00) for each CHRI record initiated by the vendor. The contractor is responsible for all processing costs and fees associated with background checks, including Wayne RESA processing fees. Wayne RESA shall issue an invoice to the vendor detailing the fees owed to Wayne RESA during each month of the Term. Vendor(s) must remit payment within thirty (30) days of receipt of such invoice. Any invoices unpaid after that thirty (30) day period shall be deducted from amounts due from Wayne RESA to Vendor(s).</p> <p>Vendor(s) must provide the Wayne RESA Executive Director of Operations and IT Infrastructure or designee a pre-approved list of employees assigned to each location outlining his/her area of responsibility prior to commencement of any contracted work. Only employees approved by the Wayne RESA Human Resources Department will be allowed on the list and worksites. The employee list should include additional personnel, approved for either substitution or replacement coverage as required. This electronic list shall be current and updated as employees are hired and or terminated.</p> <p>All employees of Vendor(s) assigned to the locations shall be appropriately attired utilizing personal protection equipment (PPE) and have proper identification displayed at all times.</p> <p>Any employee whose moral conduct, behavior or appearance is unsatisfactory will be brought to the Vendor(s) attention for appropriate action up to and including discharge.</p>
	<p>3.0 Service Schedule</p>
3.1	<p>Service hours: Monday through Saturday during scheduled workdays and based on a 260-day per year schedule.</p>
3.2	<p>Meal service is generally provided between 8:00 am to 7:00 pm., Monday through Saturday. Groups are as small as ten (10) persons per event and as large as >300 persons per event. Clean-up shall occur immediately after each meal.</p>
3.3	<p>Vendor(s) to accommodate event cancellations (at no charge to Wayne RESA CAMPUS) within forty-eight (48) business hours of the event.</p>
3.4	<p>Vendor(s) agrees to operate within the framework of the Wayne RESA event or activity schedule by providing adequate staff to perform required set-up and removal of equipment and supplies.</p>

Section	Specification
3.5	<p>Wayne RESA observes the following holidays during the school year. Buildings are not usually open these days and coverage for catering services will not be required:</p> <ul style="list-style-type: none"> • Independence Day • Labor Day • Thanksgiving Recess • Winter Recess • Martin Luther King Day • Spring Recess (five days) • Memorial Day
3.6	<p>Throughout the year, Wayne RESA sponsors additional special events that may require catering for a large number of participants. Awarded Vendor(s) to work with Wayne RESA representative to determine the event menu.</p>
3.7	<p>Though not standard business practice, Vendor(s) must have the ability to provide services to Wayne RESA CAMPUS with less than 48-hours notice. Please use your proposal to explain your organization's ability to adhere to this specification.</p>
<p>4.0 Facilities, Equipment and Supplies</p>	
4.1	<p>Supplier(s) are expected to supply disposable supplies for meal service. Supplies include, but are not limited to:</p> <ul style="list-style-type: none"> • Cups • Napkins • Eating utensils • Service utensils • Plates • Condiments (all condiments should be served on the side) <p>Supplier(s) may be asked to provide table linens and decorations as requested</p>
4.2	<p>Wayne RESA agrees to furnish, at its own cost and expense, the following kitchen and food service equipment and supplies at the Wayne RESA education center only *:</p> <ul style="list-style-type: none"> • Reach-in refrigerator • Portable food service equipment • Carts • Tables • Coffee, tea, and water beverages <p>*This does not include small ware, food service transportation carts (refrigerated/heated).</p>
4.3	<p>All equipment, furnishings, and fixtures as well as all office equipment and furnishings provided or installed by or under the direction of Wayne RESA, shall be the property of Wayne RESA. At the end of the term or upon termination, Supplier(s) and Wayne RESA shall jointly conduct a closing inventory, documenting any damaged and/or missing equipment, normal wear and tear excepted. Supplier(s) shall be responsible for any missing equipment, loss or damage to property of Wayne RESA.</p>
4.4	<p>The designated space pertinent to Supplier(s) operation at the Wayne RESA Education Center (only) are as follows:</p> <ul style="list-style-type: none"> • All conference/meeting rooms used by Wayne RESA including all adjacent hallway space.

Section	Specification
	<ul style="list-style-type: none"> · Kitchen facilities are located on the second floor of the Wayne RESA Education Center Building. · Supplier(s) will be provided with a parking space at no charge.
4.5	<p>The designated space pertinent to Supplier(s) operation at the Wayne RESA Burger Baylor (only) are as follows:</p> <ul style="list-style-type: none"> · Supplier(s) <u>may be asked to</u> provide cart for hot meals provided at this location. · Space to store the cart will be provided near meeting rooms.
4.6	<p>The designated space pertinent to Supplier(s) operation at the Wayne RESA Annex (only) are as follows:</p> <ul style="list-style-type: none"> · Supplier(s) to provide cart for hot meals provided at this location. · Space to store the cart will be provided near meeting rooms.
4.7	<p>For events at Wayne RESA Education Center, Supplier(s) must enter through the Wayne RESA first floor loading dock area. Immediately after unloading and before setting up, the Supplier must remove their vehicle from the loading dock area.</p> <p>Parking in the loading dock area is strictly prohibited.</p>
4.8	<p>Supplier(s) understand that designated food preparation, provision and storage areas are only available at the Education Center and not available at other service locations used by Wayne RESA.</p>
5.0 Maintenance and Cleanup	
5.1	<p>Supplier(s) shall maintain all Wayne RESA equipment, small ware and supplies used in performance of its duties in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear. Damage incurred to the property of Wayne RESA as a direct result of negligence or lack of maintenance on the part of the Supplier(s) will be charged directly to the Supplier(s).</p>
5.2	<p>Supplier(s) will be responsible for cleaning the cafeteria and food service areas before and after use.</p>
5.3	<p>The Supplier shall maintain all food and beverage service facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health, and other authorities.</p>
5.4	<p>All refuse and waste materials created by the Supplier's operation in the food service area shall be promptly disposed of after each meal.</p>
5.5	<p>Supplier to provide methods for returning soda cans and other recycling methods. Vendors are free to submit additional proposals pertaining to recycling to assist with this initiative.</p>
5.6	<p>Wayne RESA shall engage exterminators to control vermin and pests, as is necessary or required by law. Such extermination services shall be applied in all areas where food is prepared, dispensed, or stored.</p>
5.7	<p>Wayne RESA will supply adequate trash receptacles in the vicinity of service areas. Trash receptacles will conform and blend with the interior design of Wayne RESA. During catered events Supplier(s) must regularly monitor these areas. All refuse and waste materials created by Supplier(s) operation in all food service areas shall be promptly disposed of after each event or activity by Supplier(s) directly into a compactor designated by Wayne RESA, from which it shall be removed by Wayne RESA.</p>

Section	Specification
	6.0 Operations
6.1	Supplier(s) will be required to assign one (1) qualified Account Representative to be the designated contact person to answer questions relating to the food service operation.
6.2	Supplier(s) shall coordinate all communication and catering schedules through the Wayne RESA Event Services Department.
6.3	Supplier(s) shall supply Wayne RESA with a complete listing of its operations staff to be commissioned for this program.
6.4	Any and all subcontractors proposed to provide food operation services to Wayne RESA by Supplier require prior written approval from Wayne RESA Event Services Department.
6.5	Supplier(s) shall at all times enforce, by adequate supervision and training of supervisory personnel, a safe environment for all Wayne RESA clients and staff.
6.6	Supplier(s) shall provide a server at each location to handle delivery and serving. This includes events scheduled on the same date and/or time.
6.7	All employees of Supplier(s) shall be neatly attired in uniforms that clearly and properly identify Supplier(s) organization. All employees of Supplier(s) are required to wear name identification tags at all times while at ALL Wayne RESA events. Supplier(s) management personnel shall be neatly attired in normal business attire at all times. Wayne RESA's Event Services Department shall have the right to require any employee(s) of Supplier(s) to vacate premises whenever it appears in the best interest of Wayne RESA and its clients.
6.8	Supplier(s) shall train and closely supervise all of its employees so that they are aware of, and habitually practice, the high standards of cleanliness, courtesy and service required.
6.9	Supplier(s) shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
6.10	Any activity of Supplier(s) or any of its employees or subcontractors shall not infringe upon Wayne RESA's clients. The activities of Supplier(s) shall be such as to render service to the clients in a dignified manner using no undue pressure. Supplier(s) shall not use coercion or persuasion in an attempt to influence the client to use the services or products of the Supplier(s). All catering services shall be conducted and operated within the rules and regulations as promulgated by Wayne RESA's Event Services Department or a duly authorized representative from time to time and shall in no way interfere with the orderly operation of any event. Services shall be conducted at such times from, and at such locations, as are designated by Wayne RESA's Event Services Department.
6.11	Supplier(s) shall at all times exercise total independent, prudent, reasonable experienced judgment in the serving of food and/or beverages. The Supplier at all times shall use only qualified and supervised personnel with training and experience in the catering of food and beverages.
6.12	Wayne RESA's Event Services Department reserves the right to issue rules and regulations governing the general provision of food and beverage so as to maintain a consistency of kind and quality of food and beverage services, adequacy of number of personnel providing food and beverage service, compatibility of food and beverage

Section	Specification
	products for Wayne RESA events at and other parameters of food and beverage service which rules and regulations shall be adhered to by the Supplier.
	7.0 Wayne RESA Payments
7.1	Federal funds may be used to pay for all or part of the services under this RFP. These terms and conditions are dictated by the funding agency. Wayne RESA must comply by ensuring that Supplier(s) understand, and can abide by, the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to Wayne RESA; all references to grantee or recipient are understood to refer to Supplier.

	General Dietary Definitions
Vegetarian	<ul style="list-style-type: none"> • Eating plan made up of foods that come mostly from plants: <ul style="list-style-type: none"> ◦ Vegetables ◦ Fruits ◦ Whole grains ◦ Legumes ◦ Seeds ◦ Nuts • Foods to avoid: <ul style="list-style-type: none"> ◦ Fowl ◦ Seafood ◦ Beef ◦ Pork ◦ Lamb ◦ Gelatin ◦ Other animal meats, such as bison, ostrich, or alligator ◦ Rennin • Different vegetarian diets Lacto-vegetarian includes some or all dairy products <ul style="list-style-type: none"> ◦ <u>Lacto-ovo vegetarian</u> includes dairy products, and eggs ◦ <u>Semi- or partial vegetarian</u> includes may include chicken or fish, dairy products, and eggs. It does not include red meat. ◦ <u>Pescatarian</u> includes seafood.
Vegan	<ul style="list-style-type: none"> • Eating plan that excludes all foods of animal origin. • Foods and drinks that contain the following should be avoided: <ul style="list-style-type: none"> ◦ Dairy products ◦ Eggs ◦ Honey ◦ Byproducts of animal agriculture (such as lard, whey, or gelatin)
Gluten Free	<ul style="list-style-type: none"> • Eating plan that excludes foods containing gluten. • Food and drinks that contain the following should be avoided: <ul style="list-style-type: none"> ◦ Wheat ◦ Barley ◦ Rye ◦ Triticale

General Dietary Definitions	
Halal	<ul style="list-style-type: none"> ○ Oats ● Free of, and not made of, or containing any part or substance taken or extracted from animal forbidden to be consumed by Muslims, according to Islamic laws ● During preparation, processing or storage, it should not come into contact or be in close proximity with any restricted foods ● Foods to avoid: <ul style="list-style-type: none"> ○ Pork or pork by-products ○ Animals that were dead prior to slaughtering, animals not slaughtered properly or not slaughtered in the name of Allah. ○ Carnivorous animals ○ Birds of prey ○ Land animals without external ears ○ Blood and blood by-products as well as alcohol. <p>Proposer Response: Panera does not have Halal.</p>
Kosher	<p>The provision and preparation of food items according to the laws of the Torah. Prohibits any pain to animals; and the slaughtering process is conducted by a ritual slaughterer and treated in a manner that unconsciousness and death occur almost instantaneously. Examples of kosher foods:</p> <ul style="list-style-type: none"> ● <u>Meat</u>: Bulls, cows, sheep, lambs, goats, veal, and springbok ● <u>Fowl/Poultry</u>: Goose, duck, chicken, and turkey ● <u>Dairy Products and their derivatives</u>: Milk products must come from kosher animals and may not contain non-kosher additives. ● Combining meat and milk are prohibited. ● <u>Eggs</u>: eggs of kosher birds are permitted as long as they do not contain blood. ● <u>Fish</u>: only fish with fins and scales. Shellfish are forbidden. ● <u>Fruits, vegetables, cereals</u>: All products that grow in the soil or on plants, bushes, or trees are considered kosher ● <u>Beverages</u>: Beverages manufactured from grape or grape-based derivatives may only be drunk if the grapes come from a kosher winery and prepared under strict Rabbinical Supervision. <p>Proposer Response: Panera does not have Kosher.</p>

2. **Supplier Responsibilities**

During the Term of this Agreement, Supplier agrees to timely furnish services, materials, information, resources and feedback as reasonably requested by WRESA. Supplier's failure to do so may affect the terms, including without limitation, the payments for Services. Supplier Responsibilities are outlined in Section 1 above.

Supplier has designated the following individual(s) as official approvers on its behalf:

Customer Service Contact Information

Guest care — 855-3PANERA. Typical response is within 48 hours. Trevor Martin (Metro Detroit) can also help coordinate any customer service issues.

Trevor will be point of contact for all ordering needs, will help organizers setup and apply for CCA when required. Panera does not offer staffing for events outside of setup and delivery.

ADDENDUM TO WAYNE RESA RFP #WRESA-01302023-157-01

Notwithstanding the terms and conditions of the Request for Proposal for Catering and Food Operation Services, RFP #WRESA-01302023-157-01 (the “RFP”) to the contrary, including without limitation any terms and conditions contained therein by hyperlink or other reference to additional documentation and in consideration of Customer’s acceptance of Panera’s proposal, Panera, LLC and Customer agree as follows:

1. For purposes of the RFP and this Addendum, references to “proposer”, “vendor”, “contractor”, “seller” or “Panera” or “Panera Bread” shall mean, Panera, LLC, with a corporate address of 3630 S. Geyer Road, St. Louis, MO 63127.
2. “Customer” for purposes of this Addendum shall mean Wayne RESA with an address of 33500 Van Born Road, Wayne, MI 48184.
3. References to “compliance with law(s)”, including without limitation references to complying with government regulations, shall mean only those federal, state and local laws and regulations which are applicable to Panera, LLC.
4. “Subcontractor” as referenced in the RFP shall only mean those direct third party delivery services, if any, hired to provide catering services on behalf of Panera and not other Panera suppliers (i.e. paper suppliers, produce suppliers, etc.).
5. Nutritional information is available on Panera’s website: www.panerabread.com. No other statements or representations as to nutritional information shall apply. Many of Panera’s products contain or may come into contact with common allergens, and Panera cannot guarantee that any of our menu items are free of allergens.
6. Panera will not liable for any special, indirect, incidental, consequential, punitive or exemplary damages, including but not limited to, lost profits, even if it has knowledge of the possibility of such damages.
7. No access to Panera’s books, records or facilities shall be given. However, Panera shall comply with all reasonable and lawful requests for records in conjunction with a public agency inquiry.
8. Requests for specific permits/licenses should be made to the bakery-café providing services.
9. Panera performs background checks on Catering Coordinators, Delivery Team Members, and all management including Shift Supervisors, Assistant Managers and General Managers.
10. Unless Customer is approved by Panera’s accounting department for thirty (30) day payment terms, all payments are due and payable at the time goods are available for pick up or when otherwise delivered to Customer.
11. Panera is enrolled in E-Verify in the following states only: Virginia, Tennessee, North Carolina, South Carolina, Alabama, Georgia, and Arizona.
12. Changes/cancellations to an order require 24 hours minimum notice for orders of fewer than 50 people, and 48- hours notice for orders of 50 or more people.
13. Prices are standard (not discounted) and are subject to change. Panera must be able to increase pricing to align with market cost shifts.
14. Delivery fees will apply to all requested deliveries. Pricing ranges from \$15 to \$25 per delivery.
15. All attestations and certifications on behalf of Panera are to the best of the authorized

signatory's knowledge at the time of signature.

16. In the event of a conflict between the terms of this Addendum and the terms of the RFP, the terms of this Addendum shall control.

3. Compensation

Please contact Supplier to obtain WRESA's fees for the Services during the Initial Term.

4. Invoicing

The invoice must detail the Services performed, the dates the Services were completed and shall detail expenses apart from the Supplier Fees. Any discounts, rebates or other credits and the basis and calculation for each should also be included. Supplier must submit to WRESA all invoices related to this Agreement within ninety (90) days from the date that services are rendered. WRESA is not obligated to pay any invoices submitted after this time frame.

5. Payment Terms

Payment will be made within thirty (30) days after WRESA's receipt of an invoice from Supplier.

Federal funds may be used to pay for all or part of the Services. These terms and conditions are dictated by the funding agency. WRESA must comply by ensuring that the Supplier understands and can abide by the funding agency requirements and as such, this service is subject to the terms and conditions dictated by the funding agency. The cited references carry the same force and effect as if given in full text. All references to granting agency in the regulations cited are understood to refer to WRESA; all references to grantee or recipient are understood to refer to Supplier.

6. Taxes

WRESA is exempt from all federal, state and local taxes. WRESA shall not be responsible for any taxes that are imposed on the Supplier. Furthermore, the Supplier understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to WRESA.

7. Term

The term of this Agreement shall be June 14, 2023 to June 30, 2024 (the "Initial Term"), with three (3), one-year optional renewals if mutually agreeable. The Initial Term will be known as the "Term".

8. Relationship of the Parties

The parties are Independent Contractors and no other relationship is intended, including without limitation a partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant or other special relationship. Neither Party shall act in a manner which binds the other party or expresses or implies a relationship other than that of Independent Contractor.

9. Confidentiality

- a. The Parties may receive, or have already received, Confidential Information from one another in connection with this Agreement.

- b. "Confidential Information" means any information (i) that is valuable to disclosing Party and its business, (ii) that is marked with the word "Confidential" if in a form which permits such marking or, if disclosed orally, is followed by written confirmation to the receiving Party within thirty (30) days of disclosure, and (iii) that is not generally known by the public, including without limitation, any technical or non-technical information, without regard to form, which derives economic value, actual or potential, from not

being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

- c. The term "Confidential Information" as used herein does not include any information that is (i) already known to the public or the receiving Party prior to disclosure by the disclosing Party, or (ii) subsequently made known to the public without any violation of this Agreement, or (iii) rightfully received by the receiving Party from a third party without similar restriction and without breach of this Agreement, or (iv) independently developed by the receiving Party without breach of this Agreement.
- d. The receiving Party (i) shall hold disclosing Party's Confidential Information in strict confidence, and (ii) may not disclose such information, in whole or in part, without the prior written consent of the disclosing Party, except as provided in [e] below.
- e. The receiving Party may disclose the disclosing Party's Confidential Information (i) as required by law, or (ii) to the receiving Party's partners, agents, employees and other authorized representatives (collectively, the "Representatives") who need to know such information in connection with the receiving Party's provision of Services or other obligations under this Agreement. The receiving Party agrees to inform their Representatives of the nature of the Confidential Information and to require the Representatives to keep such information confidential.
- f. The receiving Party may destroy the disclosing Party's Confidential Information upon (i) termination of this Agreement, or (ii) receipt of written permission from the disclosing Party.

10. Compliance with Laws

Each Party agrees to comply with all applicable laws in the performance of this Agreement.

11. Warranties and Warranty Disclaimer

Supplier warrants that all Services will be performed in a professional and workmanlike manner in accordance with industry standards.

12. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY'S LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT EQUAL TO SIX MONTHS WORTH OF FEES PAID UNDER THIS AGREEMENT.

13. Indemnification and Hold Harmless

The Supplier shall indemnify and hold harmless WRESA, its officers, agents, and employees from:

- a. Any claims, damages, costs and reasonable attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of the Supplier, its officers, employees and/or agents in connection with the performance of the contract.

- b. Any claims, damages, penalties, costs and reasonable attorney fees arising from any failure of the Supplier, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws labor laws and minimum wage laws.
- c. WRESA will not indemnify, defend or hold harmless in any fashion the Supplier from any claims arising from any failure on the part of the Supplier, its employees or suppliers, regardless of any language in any attachment or other document that the Supplier may provide.

14. Insurance

The Supplier must, at Supplier's expense, procure and maintain during the life of this contract insurance hereafter as listed below:

- a. Workers' Compensation Insurance, including Employers Liability Coverage, at limits of \$100,000 per occurrence/\$500,000 aggregate, in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1 million per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
 - i. Contractual Liability;
 - ii. Products and Completed Operations;
 - iii. Per contract aggregate.
- c. Automobile Liability Insurance, including applicable no-fault coverage, with limits of liability of not less than \$1 million per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. The following shall be Additional Insureds on Commercial General Liability Insurance and Vehicle Liability: Wayne County Regional Educational Service Agency, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers.
- e. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
- f. Workers' Compensation Insurance, Commercial General Liability Insurance and Automobile Liability Insurance, as described above, shall include an endorsement stating the following: "Sixty (60) days Advance Written Notice of Cancellation or Non-Renewal shall be sent to WRESA Purchasing Team, 33500 Van Born Road, Wayne, MI 48184."
- g. If any of the above coverages expire during the term of this contract, the Supplier shall either deliver or email (purchasing@resa.net) renewal certificates and/or policies to WRESA at least ten (10) days prior to the expiration date.

15. Default and Termination

- a. In the event the Supplier shall default in any of the obligations or conditions set forth in the Agreement or their performance does not meet established criteria, WRESA may notify the Supplier of such default in writing.
- b. Written notice referred to in this article shall be deemed delivered upon presentation to any person designated by the Supplier as the manager or, in the case of notice by the Supplier, the Associate Superintendent of Administrative & Financial Services or by mailing the same certified or registered mail to the address for the Supplier in the proposal, or the address for WRESA in the case of notice by the Supplier.
- c. Failure on the part of WRESA to notify the Supplier of default shall not be deemed a waiver by WRESA of WRESA's rights on default of the Supplier and notice at a subsequent time will have the same effect as if promptly made.
- d. Upon receipt of notice of default from WRESA, the Supplier shall immediately correct such default. In the event the Supplier fails to correct the default to the satisfaction of WRESA, WRESA shall have all rights accorded by law, including the right to immediately terminate the Agreement.
- e. Each party agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, the non-prevailing party shall pay all expenses of such action including reasonable attorney fees and costs at all stages of the litigation for the prevailing party.
- f. The parties may mutually terminate the contract/agreement that results from this proposal at any time. Either party may terminate the contract/agreement with cause given a sixty (60) day notice to the other party.
- g. Termination of the Agreement by WRESA upon default by the Supplier shall be sufficient grounds for the forfeiture of any bonds, if required to be posted by the Supplier, and the bonds shall so specify.

16. Miscellaneous

- a. Governing Law: This Agreement will be governed by the laws of the State of Michigan. The parties agree that the Wayne County Circuit Court will have exclusive jurisdiction over any dispute arising out of or relating to this Agreement.
- b. Use of Names and Trademarks: Except for acknowledging the existence of this Agreement, nothing in this Agreement confers any right to use any name, trade name, trademark, or other designation of either party to this Agreement in advertising, publicity, or other promotional activities. However, either party may use the other party's name, trade name, trademark or other designation with the prior written approval of the other party, in each instance.
- c. Notices: All notices, requests and demands given to or made upon the Parties will be in writing and will be considered given and received: (i) when verified by written receipt if sent by courier; (ii) when delivered via overnight mail to either Party at the address listed below or to such other addresses as either Party may designate in writing; or (iii) when verified by automated receipt or electronic logs if sent by facsimile or email.

To	Contact
WRESA:	Wayne RESA (WRESA) 33500 Van Born Road Wayne, Michigan 48184 Attn: Rob McCoy purchasing@resa.net
Supplier:	Panera, LLC 3630 South Geyer Road, Suite 100 St. Lousis, MO Attn: Trevor Martin Trevor.Martin@panerabread.com

- d. **Severability:** If any provision of the Agreement will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Agreement will remain in full force and effect.
- e. **Waiver:** No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent will be in writing and signed by the Party claimed to have waived or consented.
- f. **Counterparts:** Delivery by Facsimile or Email: This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one instrument. Any signature page delivered via facsimile or email will be binding to the same extent as an original signature page.
- g. **Integration Clause:** This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties hereto, pertaining to such subject matter. No amendment, supplements, modification or waiver of this Agreement will be binding unless it is set forth in a written document signed by the Parties hereto. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision (whether or not similar) nor will such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the Parties hereto.
- h. **Force Majeure:** No Party hereto shall be required to perform any obligation hereunder that is directly or indirectly prevented by delays of vendors or supplies, strikes, pandemic, epidemic, lockouts, fires, labor disputes, floods, accidents, war, orders or decrees of any court or other governmental authority, or any other causes whatsoever beyond the reasonable control of such Party, and the time for performance thereof will be extended by the number of days such performance is so prevented; provided, however, that the Party so prevented from performing will use its reasonable best efforts to remedy the cause or causes preventing it from performing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of this date first set forth above.

SUPPLIER: Panera Bread Company dba Panera, LLC

Signature: _____

Printed Name: _____

Title: _____

Date of Signature: _____

WAYNE REGIONAL EDUCATIONAL SERVICE AGENCY:

Signature: _____

Printed Name: _____

Title: _____

Date of Signature: _____