

Prepared Pizza Delivery Contract

RFP# 2425-01

This Prepared Pizza Delivery Contract ("Contract") is entered into on this 1 day of April, 2025, by and between:

Gregory-Portland Independent School District, a public school district organized under the laws of the State of Texas (hereinafter referred to as "District" or "GPISD"), located at 200 Fulton Place, Portland, Texas 78374, and

Papa Johns, a company organized under the laws of Texas, with principal offices located at 1209 US HWY 181 Portland, TX 78374 (hereinafter referred to as "Vendor").

The District and Vendor collectively referred to as "the Parties."

1. Purpose

The purpose of this Contract is for the Vendor to provide prepared pizza deliveries to the District in accordance with the terms, conditions, and specifications detailed below.

2. Duration

The term of this Contract shall commence on **April 1, 2025**, and end on **August 31, 2026**, with the option for renewal for two additional one-year periods by written agreement between the District and the Vendor, subject to approval by the District's Board of Trustees.

3. Scope of Work

Vendor agrees to provide prepared pizzas that meet the following specifications:

- **Pizza Type and Quantity:**
 - Pepperoni Pizza – 14" hand-tossed crust with $\geq 50\%$ whole wheat and remaining grain ingredients enriched (78 pizzas daily)
 - Cheese Pizza – 14" hand-tossed crust with $\geq 50\%$ whole wheat and remaining grain ingredients enriched (8 pizzas daily)
- **Specifications:**
 - **Calories:** ≤ 350 per slice
 - **Sodium:** ≤ 480 mg per slice
 - **Calories from Saturated Fat:** $\leq 10\%$
 - **Total Calories from Fat:** $\leq 35\%$
 - Nutritional labels and ingredient statements are required for all items.
 - All pizzas must be cut into 8 equal slices and delivered at temperatures of 135°F or higher.
- **Packaging:**

- Pizzas must be delivered in clean, sanitized boxes with thermo bags to ensure pizzas are kept hot.

4. Delivery and Timing

- **Delivery Sites:** The pizzas shall be delivered to the following locations on the specified days:
 - Gregory-Portland High School
 - Gregory-Portland Middle School
 - Delivery times are set by the cafeteria manager and are subject to change.
- **Delivery Conditions:** Pizzas must be delivered promptly at the requested time, and any product omissions or unacceptable products must be immediately replaced. Delivery is required on Monday through Friday, excluding holidays.

5. Pricing and Payment

- **Price per Pizza:** The Vendor shall deliver pizzas at the prices specified in the bid price sheet attached as **Exhibit A**.
- **Billing:** Original invoices must be submitted weekly to the District's Food & Nutrition Services Department. Invoices must include the date of delivery, invoice/receipt number, and the total dollar amount.
- **Payment Terms:** Payments will be made by GPISD within 21 days from receipt and approval of the invoices. No taxes will be charged, as GPISD is tax-exempt.

6. Quality Assurance and Compliance

- **Product Testing:** All pizzas delivered will be tested upon arrival for quality, taste, and compliance with specifications. If the product fails, the Vendor is required to pick up the entire shipment at no cost to GPISD.
- **Nutritional Analysis:** The Vendor must submit nutritional analysis for each product, ensuring compliance with the National School Lunch Program (NSLP) and USDA Child Nutrition Program standards.

7. Termination

- **Termination for Cause:** GPISD may terminate this contract with ten (10) days written notice if the Vendor fails to comply with the agreed-upon specifications, delivery times, or quality standards.
- **Termination for Convenience:** Either party may terminate this contract with thirty (30) days' written notice.
- **Force Majeure:** If either party is unable to perform its obligations due to a Force Majeure Event (e.g., war, natural disasters), the affected party is excused from performance during such an event.

8. Non-Performance

In the event that the Vendor fails to meet the required delivery times, product quality, or other specifications, the District reserves the right to seek replacements from other vendors and charge any additional costs to the Vendor.

9. Indemnity and Liability

The Vendor agrees to indemnify and hold harmless GPISD, its officers, employees, and agents from any claims, damages, losses, and expenses (including legal fees) arising out of the Vendor's negligence, breach of contract, or failure to meet the terms of this agreement.

10. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws, including but not limited to:

- Equal Employment Opportunity regulations
- Buy American provisions for the purchase of domestic food
- Civil Rights compliance as required by USDA regulations

11. Dispute Resolution

Any disputes arising out of this contract shall be resolved through mediation, and if necessary, litigation in a court of competent jurisdiction located in Portland, Texas.

12. Miscellaneous

- **Amendments:** This Contract may be amended only by written agreement signed by both parties.
- **Assignment:** The Vendor may not assign or subcontract any part of this Contract without the prior written consent of GPISD.

13. Acknowledgment

The Vendor hereby acknowledges receipt of the District's specifications and agrees to deliver the products in accordance with these terms.

14. Entire Agreement

This Contract represents the entire agreement between the Parties with respect to the subject matter and supersedes all prior discussions, agreements, or understandings.

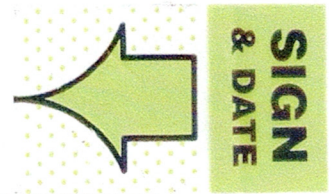
IN WITNESS WHEREOF, the Parties have executed this Prepared Pizza Delivery Contract as of the date first written above.

For Gregory-Portland Independent School District:

Name: Michelle Cavazos
Title: Superintendent
Signature: [Signature]
Date: 4/2/2025

For Vendor:

Name: Freddy Cirilo
Title: Director of Operations
Signature: [Signature]
Date: 04/14/2025



Exhibits:

- **Exhibit A:** Bid Price Sheet
- **Exhibit B:** Nutritional Information and Product Specifications