

n. **Geographic Area.** HPS evaluates all proposals regardless of geographic coverage. Geographic service area is not an exclusion from the RFP process. HPS will evaluate all proposals by geographic service area allowing each vendor to submit competitive proposals according to market conditions in each geographic service area. **Understood, See Tab 13 Service Area**

o. **Master Group Agreement; Renewal Option.** The Awarded Distributor must enter into a **Master Group Agreement** with HPS in substantially the form attached as **Exhibit B (“Master Group Agreement”)**. The Master Group Agreement will have an initial term of one year (July 1, 2022 – June 30, 2023) and will be renewable by HPS, at its option, for up to two additional terms of one year each upon written notice given to the Awarded Distributor before expiration of the then-current term. Any price adjustments that apply to a renewal term must be approved by the HPS School Food Purchasing Advisory Committee as provided in Section 5.c.1 of this RFP. The Committee will not approve any renewal that it determines would constitute a material change to the contract, including any renewal for which the forecasted total purchasing volumes exceed the actual volumes achieved during the previous contract term by a material amount. Additional factors to renew will be based on customer satisfaction with Products, service, and price. Renewal will be documented by mutual execution of a written amendment to the Master Group Agreement. **Understood**

p. **Proposal Requirements.** To provide HPS with a standard format to analyze and evaluate each proposal, each responding vendor must complete its proposal in accordance with the instructions set forth below:

1. Each responding vendor must outline and describe the incentives that it will offer to the HPS Institutions, including but not limited to, the following: **Understood, See Tab 14, HPS Rebates and Incentives**

A. Any incentives offered based on the HPS Institution’s level of commitment to the Awarded Distributor;

B. Any incentives offered for accelerated payment terms;

C. Any incentive based on the HPS Institution’s average drop size; and

D. Any transitional rebates

E. Any additional incentives that the vendor will offer the HPS Institutions.

Consistent with 7 CFR 210.21(f), 215.14a(d) and 220.16(e), any such incentives must be offered directly to the appropriate HPS Institutions, and in the case of an SFA, credited to the appropriate Nonprofit School Food Service Account. HPS will not receive any discounts, rebates, or incentives in connection with this contract.