

2. Provide an acceptable electronic method for HPS on behalf of the HPS Institutions to analyze proposals as well as keep track of orders, rebates, deliveries, invoices, and quarterly reports.

Agreed

3. Provide monthly market basket audits for items to confirm manufacturer prices as compared to the Consumer Price Index (CPI) as well as pass through of all applicable discounts, rebates, and credits. **See Tab 2 GFS Audit Procedure**

4. Provide HPS with appropriate purchasing documents for Products on a quarterly basis so that HPS may audit the pricing mechanisms used. **See Tab 2 GFS Audit Procedure**

5. Provide contracts, pricing and information, search information, technical information, etc. via a web site. **Agreed**

6. Provide field staff to assist the HPS Institutions. **Agreed**

7. Distribute USDA Food products, along with commercial products. (See Section 3b, “USDA Foods”, below). “USDA Foods” or “USDA Commodities” include value-added (brown box), processed or non-processed foods under any approved USDA delivery method, Department of Defense (“DoD”) program(s), Rebates or USDA pilot programs. **Agreed**

8. Upon request, provide copies of all procurement documents to the applicable State Department of Education or any HPS Institution, to demonstrate compliance with CN Program and government-wide regulations, including Buy American. **Agreed, to the extent such regulations or requirements are applicable to Distributor.**

9. Provide member-based input and evaluation of food items, supplies, and materials bid/proposal responses prior to award. **Agreed**

10. Provide HPS Institutions with information regarding any Buy American requirements, nutritional facts, CN label, or bid specification sheet(s) as requested. **Agreed**

11. At the request of any HPS Institution that wishes to develop or update a plan for responding as a CN Program operator to a “disaster” or “situation of distress,” as those terms are defined in 7 CFR 250.2, the Awarded Distributor will provide reasonable assistance, support and cooperation to any such HPS Institution in connection with developing or updating such response plan, consistent with all applicable laws and regulations, including without limitation 7 CFR 250.69 and 7 CFR 250.70 **Agreed**

9. Byrd Anti-Lobbying Amendment. All responding vendors must submit a signed Certification Regarding Lobbying in the form of the attached **Appendix B**. Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. All responding vendors must disclose any such lobbying activities by submitting a signed Disclosure of Lobbying Activities (Standard Form – LLL) in the form attached as **Appendix C**. **See Appendix B and C**

10. Buy American. Each HPS Institution that is an SFA and participates in the CN Programs is required to use the Nonprofit School Foodservice Account funds, to the maximum extent practicable, to buy domestic commodities or products for CN Program meals. A **“domestic commodity or product”** is defined as an agricultural commodity produced in the United States and a food product processed in the United States substantially using agricultural commodities that are produced in the United States, as provided in 7 CFR 210.21(d). **“Substantially”** means over 51% of the food component, by weight or volume, must be of U.S. origin. The food component of the Product is the agricultural commodity, including meats/meat alternates, grains, vegetables, fruits and fluid milk.

The Awarded Distributor must cooperate with the HPS Institutions that are SFAs in order to facilitate their compliance, and their monitoring of compliance, with this Buy American provision. This includes certification by the Awarded Distributor as to the percentage of U.S. content in domestic commodities or products supplied to SFAs. If the Awarded Distributor is unable or unwilling to make such certification or otherwise fails to comply with this Buy American provision, the SFAs will not purchase from the Awarded Distributor and may terminate their Individual Member/Participant Agreements with the Awarded Distributor. **By signing and submitting a proposal, the responding vendor certifies that the agricultural commodities and food products it proposes to supply to each SFA will be domestic commodities or products. In addition, the Awarded Distributor must provide each SFA with ongoing certification, on food products delivered, on invoices submitted and by other means as appropriate, (i) that agricultural commodities supplied to the SFA were produced in the United States, (ii) that food products supplied to the SFA were processed in the United States, and (iii) that the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the SFA exceeds 51%. SFAs may also require the Awarded Distributor to certify the actual percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the SFAs. See Tab 6 Buy American**

Exceptions to the foregoing Buy American provision are very limited; however, an alternative or exception may be approved by individual SFAs upon the vendor’s request. To be considered for an alternative or exception, the request must be submitted in writing or by electronic transmission to the SFA, Attention: Food Service Director, a minimum of 1 day in advance of delivery. The request must include either:

EXHIBIT E
QUESTIONS AND RESPONSES

Request for Proposal

HPS SCHOOL FOOD PURCHASING PROGRAM

For Distribution of Food and Non Food Supplies

March 4, 2022

Program Support (Max Points 15)

1. **(Max Points 5)** Will you provide in pdf format the following: Documentation of nutrition information to include Nutrition Facts Label, an ingredient statement and/or a CN label or Product Formulation Statement on manufacturer's letterhead in pdf format, using your distribution item code as the file name for each item (e.g., if 1234567 is your distributor item code for ketchup, the nutrition information file name for ketchup would be 1234567.pdf). This documentation MUST demonstrate how the Product contributes to the meal pattern requirements of the HHFK Act and provide details as to calories, saturated fat, and trans fat, and sodium contribution per serving. YES X
NO _____

2. **(Max Points 4)** Explain how your company would assist the HPS Members be compliant with the Buy American regulations

Buy American: Gordon Food Service has asked vendors of all stocked items to provide a response to determine if their products comply with the Buy American regulation. This information is available in Online Ordering and can be shared with members. Additionally, any documentation or letters received regarding Buy American will be shared with HPS leadership for access to their members.

3. **(Max Points 2)** Explain what Registered Dietitian resources your company has to support the HPS Institutions.

Gordon Food Service has over 30 Registered Dietitian in various roles including Sales, Customer Marketing and Non-Commercial leadership. In the sales role, RDs bring a unique background and experiences that may bring an increased understanding of the customer's needs. RDs in customer marketing roles have a higher acuity of operational expertise and can help strategize with the customer to meet their operational goals and comply with federal and state regulations.

Gordon Food Service has a Nutrition Resource Center team with a dedicated member focusing on the Education Segment to focus on regulation changes and industry trends that impact foodservice directors or the business

4. **(Max Points 2)** Explain your Sales strategy as it would pertain to the HPS School Food Contract.