

APPENDIX F

ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does 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 or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

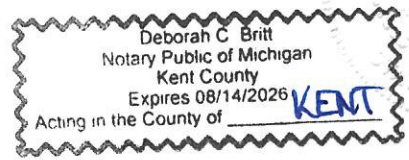
Print name of responding vendor: Bradley King Signature: [Handwritten Signature]

Name of Company: Gordon Food Service, Inc. City: wyoming State: MI

Sworn to and subscribed before me, a notary public in and for the above state and county, on this 17th Day of April, 2024.

Notary Public [Handwritten Signature]

My commission expires: August 14, 2026



Seal

**HPS SCHOOL FOOD SERVICE PURCHASING PROGRAM
(Massachusetts HPS Contract #1007)**

**ADDENDUM NO. 1
TO
REQUEST FOR PROPOSAL (RFP)**

HPS, LLC issues this Addendum No. 1 to this RFP identified in the attached Appendix I, with the Contract Duration of Contract Duration: July 1, 2024, through June 30, 2025, with HPS option to renew for up to four (4) additional terms of one year each: July 1, 2025, through June 30, 2026; July 1, 2026, through June 30, 2027; July 1, 2027, through June 30, 2028, and July 1, 2028, through June 30, 2029.

By submitting a proposal in response to the RFP, each responding vendor agrees that the terms of this Addendum No. 1 are incorporated into and made a part of the RFP and that, in the event of any conflict or inconsistency between the original RFP and this Addendum No. 1, the terms of this Addendum No. 1 will control.

All other provisions of the RFP that are not in conflict or inconsistent with this Addendum No. 1 remain in full force and effect. If there are any questions, please contact Renata Thrall at (269)795-3308 or rthrall@hpsnet.com.

HPS

SIGNATURE: Renata Thrall
NAME & TITLE: Renata Thrall - Director of Dietary Contr
DATE: 7/2/24

AGREED: Gordon Food Service

SIGNATURE: DSA Amist
NAME & TITLE: DERRICK HAIGHT NATIONAL ACCOUNT MANAGER
DATE: 07/01/2024

Appendix I

Assurance of Civil Rights Compliance Certification

In accordance with FNS 113-1, Appendix B, (D)(2)(c), the Awarded Vendor hereby agrees that it will comply with:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
- Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
- Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
- Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and Institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service

equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

Awarded Vendor Name GORDON FOOD SERVICE

Name and Title of Authorized Representative DERRICK HAIGHT
NATIONAL ACCOUNT MANAGER

Signature D. Haight

Date 07/01/2004