

12. Rights to Inventions Made Under a Contract or Agreement. In accordance with Appendix II to 2 CFR Part 200 ¶ (F), if a Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements or 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

13. Davis-Bacon Act, as amended. In accordance with Appendix II to 2 CFR Part 200 ¶ (D), all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The school district must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The school district must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work financed in Whole or Part by Loans or Grants from the United States”). The act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The school district must report all suspected or reported violations to the Federal awarding agency.

14. Small/Minority/Women’s/Labor Surplus Area Businesses. In accordance with 2 CFR § 200.321, the Awarded Distributor must take all necessary affirmative steps to assure that minority businesses, women’s businesses enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists; (b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

g. **Nondiscrimination.** The Awarded Distributor must not discriminate against any employee or applicant for employment relating to the Master Group Agreement or any Individual Member/Participant Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national

origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“**Protected Characteristics**”). The Awarded Distributor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of Products or services. Breach of this paragraph may be regarded as a material breach of the Master Group Agreement.

h. **Notices.** Any notices permitted or required to be given under the Master Group Agreement will be deemed given or made (a) upon personal delivery to the party to whom addressed, (b) on the day of delivery to a nationally recognized overnight courier service, (c) three days following deposit in the United States mail, certified, return receipt requested, or (d) upon sending by verifiable electronic mail. Notices permitted or required to be given under the Master Group Agreement to Awarded Distributor must be addressed to Awarded Distributor’s address or email address as set forth in its proposal, and to HPS must be addressed to HPS’s address as set forth in this RFP (attention: Tori Mascho) or to tmascho@hpsnet.com. A party may specify a different address by notice given in accordance with the terms of this Section.

i. **Incorporation of Documents.** The provisions of this RFP (including without limitation these General Conditions and all appendices and exhibits, all of which are incorporated into this RFP by reference), the attached Terms and Conditions Informational Sheet, and the Awarded Distributor’s proposal will be considered part of the Master Group Agreement entered into between HPS and the Awarded Distributor. In case of any conflict or inconsistency among the foregoing, the Master Group Agreement will control, followed by the provisions of this RFP, the Terms and Conditions Informational Sheet, and then the Awarded Distributor’s proposal, in descending order of priority.

j. **Governing Law.** This Request for Proposal, the Master Group Agreement, and any Individual Member/Participant Agreement will be construed and enforced in accordance with the laws of the state of Michigan, without regard to conflict of law principles.

k. **No Assignment.** The Master Group Agreement may not be assigned by the Awarded Distributor without the prior written consent of HPS.

l. **Product Requirements.**

1. **General Requirements:** All Products must conform to the minimum requirements of federal and state regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

A. All food Products supplied by Awarded Distributor will comply with standards of identity, quality, and fill and drained weights as described in relevant federal and state regulations.

B. All foods, especially temperature-controlled foods, will be handled according to the latest federal and state food codes that govern the Products.

C. With respect to any Products that are misrepresented, the supplier whose name and address appear on the package is the responsible party. Awarded Distributor is expected to take immediate action to correct any situation in which Product integrity is violated.

**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 [Signature]
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