

12. Collect and disburse the annual volume discounts earned by eligible K12 HPS Institutions based on purchases from vendors that participate in HPS's volume discount incentive program. HPS, on behalf of its Members and the SWEPC Coop, has secured tiered discounts from participating vendors based on the volume of purchases of eligible cases of commercial and USDA Foods under the HPS and SWEPC Commodity program from those vendors by K12 HPS and SWEPC Institutions. The Awarded Distributor shall : (A) Collect the volume discount incentive due to HPS and SWEPC Institutions by deducting the amount of the discount from an anticipated future Product payment to the participating vendor; (B) Process payment of the deducted amount to the appropriate HPS and SWEPC Institutions by means of individual customer credit memos; (C) Send vendors an annual statement detailing the volume discount activity during the prior year; and (D) Make final payments based on the final, adjusted volume schedule. **Agreed, provided GFS is awarded all K-12 RFP Contracts**

13. Make purchases of specified Products on behalf of HPS Institutions at the lowest price, including freight. **Agreed**

14. Communicate information regarding anticipated market price changes and availability.

15. Provide manufacturer information and tracking systems on specials and rebate information, including without limitation food show rebates. **Agreed**

16. Present or demonstrate new products or concepts in conjunction with brokers or manufacturers. **Agreed**

17. Upon HPS request, seek proposal pricing for new products as new products become available during the Master Group Agreement term. **Agreed**

18. Interface with the manufacturers about problems relating to product quality to the satisfaction of the HPS Institutions. In the case of quality disputes, the manufacturer may be required to provide an independent or third-party laboratory analysis. **Agreed, See Tab 3, U.S. Product Complaint Process Overview**

19. Provide quick, effective response to HPS Institutions' questions and issues with orders, deliveries, paper transactions, billings, or product performances. Communications may be in writing, e-mail, telephone, voice messaging, and/or in person in a timely manner. **Agreed**

20. Assign a regular account representative for each HPS Institution unless other arrangements are made with the HPS Institutions. **Agreed**

21. Provide accurate, reliable and timely reports, in terms of invoices, statements, credits and usage reports and other information as required by law or requested by HPS. Moreover, the Awarded Distributor must provide data spontaneously for periodic review of prices by HPS. **Agreed**

22. Provide electronic data as required for HPS to gather combined velocity and reporting information for all HPS Institutions individually, including without limitation the following data points: **Agreed, Nutritional Item Service for Schools, is dependent on the Award for all K-12 RFP Contracts**

- A. Daily Transactional Data
 - i. Daily electronic invoices data (810)
 - ii. Includes Distributor Part Number, Description, Manufacturer/Vendor, Vendor Part Number, Price, Unit, Qty Invoiced, Package String, and Distribution Center that Product was sold from
- B. Distributor Product Masterfile
 - i. Weekly update of all active and available items
 - ii. Includes Distributor Part Number, Description, Manufacturer/Vendor, Vendor Part Number, Package String, Category, Sub-Category
- C. Distributor Contract/Distribution Pricing Files
 - i. Weekly Update of all items available at a particular distribution center and priced by contract/agreement number
 - ii. Used for pricing evaluations
 - iii. Includes Distributor Part Number, Description, Manufacturer/Vendor, Vendor Part Number, Price, Unit, Package String, Category, Sub-Category
- D. Nutritional Item Service for Schools
 - i. Complete nutritional reference for schools
 - ii. RESTful Service on demand
 - iii. Includes all nutritional components, school lunch equivalencies, and links to the USDA child nutritional database
- E. Catalog Punchout for Menu Planner
 - i. Punchout link for items in Menu Planner to link to the online catalog from distributor and pre-populate a catalog cart.
- F. USDA Commodities landing service
 - i. Provides data for USDA entitlement drawdown for each school district participating in the managed consortiums
- G. USDA Account management communications service
 - i. Service that allows consortium to send diversion pounds by district, USDA Commodities item, and processor electronically to distributor.
 - ii. Allows for shut offs of each electronically
- H. Other electronic information HPS needs to conduct business with its members.

23. Provide required documentation on Products, such as nutrition analysis, meal components, allergens, CN Labels, food recalls, etc. **Agreed**

24. Provide emergency phone numbers and email addresses for ordering and delivery contacts outside of office hours (including weekends). **Agreed, all HPS members will be provided with inside and outside sales representative contact information.**

25. Supply equipment needed for use of house brand Product dispensing, such as coffee brewing systems, napkin dispensers, detergent dispensers, etc. Awarded Distributor must also include servicing options. **Agreed. Equipment is provided based on minimum volume requirements for products. Required velocity varies by product type. Please inquire for additional details.**

- **Coffee brewers for Mosaic and Gordon Choice coffee**
- **Juice dispensers for Harvest Valley 3.5 liter or 3-gallon concentrates**
- **Chemical dispensers for Array chemicals**
- **Folgers brand liquid roast equipment**

26. Meet each HPS Institution's need for technological/computer support. **Agreed, for systems and technology provided directly by Awarded Distributor**

27. Provide all products and services in accordance with applicable state and federal laws and regulations governing Federally-funded CN Programs and other applicable law, using sound, professional practices and in a competent and professional manner using knowledgeable, trained, and qualified personnel. **Agreed**

28. Provide opportunities to taste test products and menu options for staff and students. **Agreed**

29. Provide Professional Development opportunities for HPS Institutions' CN staff that count toward the USDA Professional Standards in School Nutrition Programs. This could include, but is not limited to webinars, back-to-school shows, USDA food shows, new product previews, preparation techniques, food safety, allergies, and menu development. **Agreed, See Tab 4 GFS Professional Standards Training Opportunities, Food Service Training Topics**

30. Pay administrative fees to HPS Institutions as required from time to time under the HPS/SFA Contract(s). Current administrative fees are set forth on the attached **Exhibit D**. Future changes to administrative fees will be by mutual agreement of HPS Institutions and Awarded Distributor, provided they do not result in a Material Change to the contract and further do not affect then-current HPS pricing under the Master Group Agreement. A Material Change occurs when the change in the scope of the contract is significant in size, scope, complexity, and dollar amount. Any evaluation of whether a Material Change has occurred shall consider adjustments related to inflation and the increase in the cost of products and services. **Agreed**

b. **USDA Foods:** Awarded Distributor must be able to provide USDA Foods year-round and without additional fees imposed on HPS Institutions for any special-order requirements. HPS Institutions must have access to commodity and commercial purchase history reports including balances and usage detail. USDA Commodity Products must be easily identified on the Awarded Distributor's ordering system, indicating if Products are available at a commodity price or commercial price as in when entitlement is depleted or if Product was not diverted. Awarded Distributor's failure to supply a specified USDA Commodity Product is subject to the "Substitutions" provision set forth in Section 4(1)(7), below. Commodity pricing must be either "net off invoice" ("NOI"), if permitted by the applicable State Department of Education or other State agency having jurisdiction, or "modified fee for service, Closed Sku NOI (CNOI), or Rebate." Awarded Distributor's programs must be able to integrate with K-12 and Processor Link verification systems. **Agreed (except as otherwise stated in GFS Cost Definition)**