

The processing of donated USDA Foods must be performed in accordance with processing agreements that comply with the requirements of 7 CFR Part 250. Without limiting the foregoing, Awarded Distributor must enter into a written processing agreement with any manufacturer that provides Awarded Distributor with end products containing donated USDA Foods. The agreement between processor and Awarded Distributor must be acceptable to HPS and the HPS Institutions and must reference, at a minimum, the financial liability (i.e., who must pay) for the replacement value of donated foods; not less than monthly end product sales reporting frequency; requirements under 7 CFR 250.11; the applicable value pass through system to ensure the value of donated foods and finished end products is properly credited to the HPS Institutions; and any other requirements set by FNS, the applicable State Department of Education or other State agency having jurisdiction from time to time. **Agreed, Currently USDA Commodity items are not available through Gordon Food Service Stores, Store Van Delivery, non-stock and/or Orderve. In the event USDA Commodities are enabled through these channels, additional fees may apply**

c. **Employee Conduct:** Awarded Distributor is responsible for its employees while on HPS Institutions' property:

1. Awarded Distributor's personnel are to present a professional appearance at all times. Awarded Distributor's personnel not in an identifiable uniform must provide Awarded Distributor photo identification upon request. **Agreed**
2. Personnel must be neat, clean, well groomed, and conduct themselves in a respectable and courteous manner while performing duties at any of the HPS Institutions' property. Each HPS Institution reserves the right to deny access to any of Awarded Distributor's employees deemed unacceptable and to request alternate employee. **Agreed**
3. Awarded Distributor will provide competent supervision of employees and be responsible for any and all damage or injury to existing facilities, equipment, property or persons caused by Awarded Distributor employee. **Agreed**
4. Awarded Distributor will furnish a complete list of all employees working on HPS Institutions' property upon request. Awarded Distributor will notify the applicable CN Director of any change prior to new personnel coming to any HPS Institution property. **Agreed**
5. Awarded Distributor will perform work without unnecessarily interfering with HPS Institution activities. Awarded Distributor employees must comply with all safety protocols of the HPS Institution while performing duties at any of the HPS Institutions' property. Awarded Distributor will take precautions necessary to protect persons or property against injury that may occur because of fault or negligence of its employee. Without limiting the foregoing, Awarded Distributor will use reasonable efforts to make deliveries to school buildings after student drop-off in the morning and before student pick-up in the afternoon. **See Tab 1 GFS Exceptions to RFP**
6. Awarded Distributor's personnel are forbidden to possess, consume, or be under the influence of alcohol or marijuana; use tobacco, e-cigarettes or vaping products; possess, use, or be under the influence of unauthorized controlled substances; or possess or use weapons or firearms when on HPS Institution's property. **Agreed**