

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)**

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**