

the contract to the lowest-price vendor. HPS will notify the Awarded Distributor by electronic mail to the email address set forth in the vendor's proposal, with a duplicate copy deposited in the United States mail, certified, return receipt requested.

l. **Accept or Reject.** HPS reserves the right to accept or reject any and all proposals, in whole or in part; to request additional information or prices from one or more responding vendors; to waive any irregularities in any proposal; or to allow responding vendors to update or correct any errors in any proposal. HPS also reserves the right to award the contract without discussion with any responding vendor.

m. **Single or Multiple Award.** HPS anticipates making one award to a single responsive and responsible firm that offers the most advantageous proposal best meeting the requirements of the HPS Institutions. However, HPS reserves the right to make multiple awards if it determines that would be in the best interest of the HPS Institutions.

n. **Geographic Area.** HPS evaluates all proposals regardless of geographic coverage. Geographic service area is not an exclusion from the RFP process. HPS will evaluate all proposals by geographic service area allowing each vendor to submit competitive proposals according to market conditions in each geographic service area.

o. **Master Group Agreement; Renewal Option.** The Awarded Distributor must enter into a **Master Group Agreement** with HPS in substantially the form attached as **Exhibit B** (“**Master Group Agreement**”). The Master Group Agreement will have an initial term of one year (July 1, 2024 – June 30, 2025) and will be renewable by HPS, at its option, for up to four (4) additional terms of one year each upon written notice given to the Awarded Distributor before expiration of the then-current term. Any price adjustments that apply to a renewal term must be approved by the HPS School Food Purchasing Advisory Committee as provided in Section 5.c.1 of this RFP. The Committee will not approve any renewal that it determines would constitute a Material Change to the contract, including any renewal for which the forecasted total purchasing volumes exceed the actual volumes achieved during the previous contract term by a material amount. Additional factors to renew will be based on customer satisfaction with Products, service, and price. Renewal will be documented by mutual execution of a written amendment to the Master Group Agreement.

p. **Proposal Requirements.** To provide HPS with a standard format to analyze and evaluate each proposal, each responding vendor must complete its proposal in accordance with the instructions set forth below:

1. Each responding vendor must outline and describe the incentives that it will offer to the HPS Institutions, including but not limited to, the following:
  - A. Any incentives offered based on the HPS Institution's level of commitment to the Awarded Distributor;
  - B. Any incentives offered for accelerated payment terms;
  - C. Any incentive based on the HPS Institution's average drop size; and
  - D. Any transitional rebates
  - E. Any additional incentives that the vendor will offer the HPS Institutions.