



DATE PROPOSAL SUBMITTED: _____

or

NO PROPOSAL SUBMITTED: _____

PLEASE SUBMIT REASON FOR NO PROPOSAL: _____

Fresh Produce

REQUEST FOR PROPOSAL (RFP)

Proposals are due: By 5:00 p.m. EDT on July 22, 2020

Contract Duration: September 1, 2020, through June 30, 2022, with HPS option to renew for two additional, two-year contract terms, July 1, 2022, through June 30, 2024, and July 1, 2024, through June 30, 2026.

HPS

3275 N. M-37 Highway

P.O. Box 247

MIDDLEVILLE, MI 49333

269-795-3308

Approximate Time Line:

A. Request for Proposal Issued	June 17, 2020
B. Pre RFP Vendor Meeting (3:00 p.m. EST) Virtual *	June 25, 2020
C. Deadline for Clarification Requests	July 1, 2020
D. Due Date for RFP Responses	July 22, 2020
E. Evaluation of Responses	July 23, 2020 – August 21, 2020
F. Notification of Contract Award on or before	August 22, 2020
G. Contract Start Date	September 1, 2020

***Teleconference available. Please call (269) 795-3308 for details**

REQUEST FOR PROPOSAL

HPS School Food Purchasing Advisory Committee

A. WHO IS HPS?

HPS is comprised of 3,800 members and participants in Michigan, Indiana, Kentucky, Illinois, West Virginia, Pennsylvania, Ohio, Florida, Missouri, Tennessee and Wisconsin. This includes non-profit member health care provider institutions, various instrumentalities of government, schools systems, and for-profit participant health care provider institutions. For accounting and tax purposes, HPS carries on its activities through two separate, nonprofit entities. HPS LLC, a Delaware nonprofit limited liability company, handles the recording and accounting related to purchasing activities of its tax-exempt, nonprofit and governmental member/owners, while a subsidiary corporation, HPS MI, Inc., handles the recording and accounting related to purchasing activities of for-profit participants. As used in this RFP and any resulting Master Group Agreement, “**HPS**” includes both HPS LLC, a Delaware nonprofit limited liability company, and HPS MI, Inc., a Delaware nonprofit corporation, as their interests may appear. This RFP solicits proposals to sell the product(s) or service(s) described below (the “**Product**”) directly to all HPS members and participants, both taxable and tax-exempt (“**HPS Institutions**”). The HPS Institution breakdown is as follows: medical - 148, senior living - 951, associates - 665, education – 1,206, medical associates – 356. Please see the membership list attached as **Exhibit A**.

B. SCOPE OF REQUEST.

This RFP solicits proposals to sell the products(s) of Fresh Produce, including without limitation the items listed on **Exhibit C**, and your company’s Full Product List (individually defined as “Product” and collectively defined as “Products”), directly to all HPS members and participants, both taxable and tax-exempt, located in the State (“HPS Institutions”). The HPS Institution breakdown is set forth in the Membership List attached as **Exhibit A**.

HPS makes this request on behalf of the HPS Institutions, including any School Food Authorities (“**SFAs**”) that operate USDA Child Nutrition Programs and that are or become HPS Institutions and enter into Individual Member/Participant Agreements (defined below) with the successful vendor. If you are interested in submitting a proposal for consideration to HPS, please review and complete the requested information and submit your proposal in accordance with the terms and conditions of this Request for Proposal.

Proposals in response to this RFP must be received at the HPS office, 3275 N. M-37 Highway, P.O. Box 247 Middleville, Michigan 49333 - Attention: Tori Mascho, no later than 5:00 PM EDT on July 22, 2020.

HPS anticipates making one award to a single organization 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.

The successful vendor and HPS will enter into a **Master Group Agreement** in substantially the form attached as **Exhibit B (“Master Group Agreement”)**. The Master Group Agreement will have an initial term of one year and will be renewable by HPS for up to two additional terms of one year each upon written notice given to the successful vendor before expiration of the then-current term.

INSTRUCTIONS AND INFORMATION FOR RESPONDING VENDORS.

1. All proposals will be considered firm offers to sell the Product to HPS Institutions that will remain open to acceptance or rejection for a period of ninety (90) days from the closing time and date shown above for submittal of proposals. Offers to sell submitted in response to this RFP are not matters of public record and will be kept confidential.
2. HPS makes no guarantee, express or implied, as to the exact quantities of Product that will be purchased by the HPS Institutions. The successful vendor will be required to honor its pricing for all the quantities purchased in the contract period.
3. Each responding vendor must furnish all data, technical literature and samples that the HPS School Food Purchasing Advisory Committees may request in connection with its evaluation of vendor’s proposal. This includes, but is not limited to, the responding vendor’s completion of the questionnaire that is attached to this RFP as **Exhibit D**.
4. The HPS School Food Purchasing Advisory Committees will evaluate proposals based upon the following factors, assigning to each factor the relative weight listed below:
 - a. Pricing Information (Bid List, Exhibit C)..... 30
 - b. General..... .20
 - c. HPS Contract Support..... .10
 - d. Company Information 10
 - e. Member Support (Increasing Participation and Satisfaction).....20
 - f. Value Added Programs (Regulatory Compliance)20

HPS will award the contract, if at all, to the responsible vendor(s) whose proposal is considered most advantageous to the SFAs and other HPS Institutions. HPS will not necessarily award the contract to the lowest-price vendor. HPS reserves the right to make multiple awards or to reject all proposals if it determines that would be in the best interest of the HPS institutions. HPS will notify the successful vendor 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.

5. HPS reserves the right to accept or reject any and all proposals, in whole or in part (provided, that any rejection of all proposals must be for a sound, documented reason); 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.

6. 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:
 - a. Generally, HPS accepts the following types of pricing mechanisms: (i) firm pricing or (ii) fixed fee pricing. Any proposals submitted using cost plus a percent of cost mechanism may not be accepted.
 - b. The Proposal of Material - Specification List attached as Exhibit C represents the anticipated high volume products that would be purchased by HPS Institutions. The Products listed on the Proposal of Material – Specification List, except as set forth in subsection (c) below, must be quoted firm against any increase (firm priced/fixed fee) F.O.B. HPS Institution’s place of business, unless otherwise noted on item #13 of the Terms and Conditions Informational Sheet and accepted by HPS in writing. After the initial firm pricing period, all successive price increases must be submitted to the HPS office a minimum of 30 days before the effective date and are subject to the approval of HPS prior to implementation. The HPS School Food Purchasing Advisory Committee will evaluate any requested price increase by considering relevant factors such as any changes in the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (Series ID CUUR0000SAF). If manufacturers’ price increases only pertain to a specified geographic area, the successful vendor will only submit the price changes for the specified geographic area. HPS reserves the right to bill the successful vendor for costs incurred to notify HPS Institutions of any price increase that was not part of the originally agreed upon pricing term. In the event of a general market decline for any Product after the initial price protection period, either (1) the successful vendor may reduce the price(s) to HPS Institutions to a level reflecting such general decline, or (2) HPS may renegotiate or terminate the Master Group Agreement.
 - c. After the initial, approved firm pricing period, all successive price increases (1) must be submitted to the HPS office a minimum of 30 days before the effective date, (2) must remain firm for a period at least as long as the initial, approved firm pricing period or until termination or expiration of the Master Group Agreement, if earlier, and (3) are subject to the approval of HPS School Food Purchasing Advisory Committees prior to implementation. The HPS School Food Purchasing Advisory Committees will evaluate any requested price increase by considering relevant factors such as any changes in the Consumer Price Index. If manufacturers’ price increases only pertain to a specified geographic area, the successful vendor will only submit the price changes for the specified geographic area. HPS reserves the right to bill the successful vendor for costs incurred to notify HPS Institutions of any price increase that was not part of the originally agreed upon pricing term. In the event of a general market decline for any Product after the initial one year period, either (1) the successful vendor may reduce the price(s) to HPS Institutions to a level reflecting such general decline, or (2) HPS may renegotiate or terminate the Master Group Agreement.
 - d. The successful vendor must make available to HPS appropriate purchasing documents for the Products so that HPS may audit the pricing mechanisms used, as requested.
 - e. Each responding vendor must outline and describe the incentives that it will offer to the HPS Institutions, including but not limited to, the following:

- (1) Any incentives offered based on the HPS Institution’s level of commitment to the successful vendor;
- (2) Any incentives offered for accelerated payment terms; and
- (3) Any additional incentives that the vendor will offer the HPS Institutions.

In the case of Product sales to any HPS Institution that is a School Food Authority (“SFA”) that is paying for the Products with funds from its Nonprofit School Foodservice Account, any such incentives must be offered directly to the HPS Institution and credited to the Nonprofit School Foodservice Account, in accordance with 7 CFR 210.21(f), 215.14a(d) and 220.16(e).

- f. Each responding vendor must provide a detailed map of its current service area. Each responding vendor must also provide a separate list of any HPS Institutions not eligible to participate in the Master Group Agreement.
- g. Each responding vendor must also provide minimum order requirements. Responding to instructions a. through g. in the order requested is imperative for the successful review of a responding vendor’s proposal. Any omission or partial completion could result in rejection of the vendor’s proposal.

GENERAL CONDITIONS.

1. **Master Group Agreement; Individual Member/Participant Agreements.** The successful vendor must enter into a Master Group Agreement with HPS in substantially the form attached as **Exhibit B**. After the contract has been awarded, the successful vendor must return a signed copy of the Master Group Agreement to HPS. The Master Group Agreement will be effective as of the date HPS accepts it. HPS will give the successful vendor written notice of the effective date of the Master Group Agreement.

HPS will not be a purchaser of the Products. Rather, each HPS Institution that wishes to purchase Products will enter into an agreement (“**Individual Member/Participant Agreement**”) with the successful vendor. The individual HPS Institutions will place orders for Products directly with the successful vendor pursuant to the Individual Member/Participant Agreement at any time during the term of the Master Group Agreement, and the successful vendor will make delivery of Products to each HPS Institution at the address indicated on the individual order. The successful vendor will directly invoice the individual HPS Institution for Products purchased, and each HPS Institution will be solely responsible for payment of invoices covering Products ordered by, delivered to, and accepted by it. Any Individual Member/Participant Agreements will be consistent with, subordinate to and controlled by the Master Group Agreement in all respects. Any Individual Member/Participant Agreements will be deemed to incorporate by reference all the terms and conditions of the Master Group Agreement and this RFP, including all appendices and exhibits, and will be subject to and bound by any renegotiation, modification, or termination of the Master Group Agreement by HPS; provided, that if the Master Group Agreement is terminated by HPS, an individual HPS Institution may elect to continue its existing Individual Member/Participant Agreement with the successful vendor pursuant to the existing terms and conditions of the Individual Member/Participant Agreement. If an individual HPS Institution elects to continue its Individual Member/Participant Agreement with the successful vendor, the individual HPS Institution will notify the vendor in writing of this election within 30 days of the termination of the Master Group Agreement by HPS.

2. **Storage.** The successful vendor must have sufficient storage capacity and distribution systems to make timely delivery of Products in sufficient quantities to handle the HPS Institutions' needs. If the successful vendor fails to comply with the preceding sentence, and if as a result of such failure HPS Institutions are forced to purchase Products elsewhere at higher prices for like Products, the successful vendor must reimburse the individual HPS Institutions the difference in price, as long as the Master Group Agreement is in effect and reasonable proof of purchase is presented to the vendor.
3. **Indemnification.** The successful vendor must indemnify and hold harmless HPS and the HPS Institutions, their officers, directors, managers, agents and employees from any and all liability or damages, including reasonable attorneys' fees and costs, that HPS or the HPS Institutions or their respective officers, directors, managers, agents or employees may suffer arising out of (a) the negligent or intentional act or omission of the successful vendor or any person for whom the successful vendor is responsible, or (b) any breach by the successful vendor of its obligations under the Master Group Agreement or any Individual Member/Participant Agreement.
4. **Insurance.** During the term of the Master Group Agreement, the successful vendor must maintain in full force and effect and at its sole cost and expense all necessary insurance, including but not limited to, the following:
 - a. Worker's Compensation insurance, meeting the requirements of state law, for all employees of the successful vendor performing any work attributable to its operations;
 - b. Commercial general liability insurance, including blanket contractual and completed operations coverage, with minimum limits of One Million Dollars (\$1,000,000.00) as the combined single limit for each occurrence of bodily injury, personal injury and property damage; and
 - c. Vehicle liability insurance covering all owned, hired and non-owned vehicles in use by successful vendor, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000.00) as the combined single limit for each occurrence for bodily injury and property damage.

Such insurance policies, except worker's compensation insurance, must name HPS and the HPS Institutions as additional insured. The successful vendor will provide HPS with a copy of its liability insurance certificate, certified to HPS. The successful vendor and the insurance carrier must give HPS sixty (60) days advance notice of any insurance policy cancellation, non-renewal or material modification.

5. **Nondiscrimination.** The successful vendor 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 successful vendor 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.

6. **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 successful vendor must be addressed to successful vendor’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@hpsgpo.com. A party may specify a different address by notice given in accordance with the terms of this Section.
7. **Electronic Reports.** The successful vendor must furnish HPS monthly electronic statistical reports in .xls or .txt file format concerning the purchases of each HPS Institution made pursuant to the Master Group Agreement. Failure to do so will be grounds for HPS’s immediate cancellation of the Master Group Agreement. The successful vendor also must furnish HPS with annual Product usage reports, by item, in descending dollar order.
8. **Recording Fee.** The successful vendor must pay HPS a recording fee equal to one tenth of one percent (.1%) for total sales of Product.
9. **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 successful vendor’s proposal will be considered part of the Master Group Agreement entered into between HPS and the successful vendor, if any. 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 successful vendor’s proposal, in descending order of priority.
10. **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.
11. **No Assignment.** The Master Group Agreement may not be assigned by the successful vendor without the prior written consent of HPS.
12. **USDA Requirements.** The HPS Institutions that purchase Products under the Master Group Agreement may include SFAs that will use funds from their Nonprofit School Foodservice Accounts, including federal grant funding, for those purchases. SFAs are subject to the federal rules governing the management of grant funds from the USDA, including without limitation 2 CFR Part 200, and 7

CFR Parts 210, 215, 220, 225 and 226. Accordingly, the successful vendor and those SFAs that enter into Individual Member/Participant Agreements acknowledge that sales and purchases made pursuant to the Master Group Agreement are subject to the following terms and conditions:

- a. **Termination.** Any HPS Institution may terminate its Individual Member/Participant Agreement with the successful vendor, in whole or in part, at any time by written notice to the successful vendor stating the extent and effective date of termination. When the successful vendor receives notice of termination under the preceding sentence, the vendor must, unless otherwise directed by the HPS Institution, stop work and acquisition of materials under the contract. No later than thirty (30) days after the effective date of termination, vendor may submit to the HPS Institution its claim, if any, for reasonable compensation for termination. If the parties cannot agree within a reasonable time upon the amount of fair compensation for the termination, then the HPS Institution will pay to the successful vendor, without duplication, (1) the contract price for conforming Products that were completed and delivered or performed (as applicable) in accordance with the provisions of the contract and (2) the actual costs that the successful vendor incurred and that are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the contract, but not to exceed the contract price for the terminated portion of the contract, less (a) any payments that the HPS Institution made and (b) the value to vendor of any raw materials, work-in-process and finished goods that vendor retains and that are allocable to the terminated portion of the contract under such practices. The HPS Institution will pay these amounts after vendor delivers to the HPS Institution any completed goods. If the HPS Institution made payments of the purchase price to vendor that in the aggregate exceed the total amounts payable by the HPS Institution to vendor under the preceding provisions, then vendor must promptly refund the excess to the HPS Institution.
- b. **Dispute Resolution.** All parties must attempt to settle any dispute between them amicably in accordance with subsection 12.a above. To this end, the parties must consult and negotiate to reach a solution. However, nothing in this subsection 12.b will preclude any party from commencing a proceeding if the negotiations do not reach a resolution. All disputes arising out of a contract between a HPS Institution and the successful vendor under the Master Group Agreement may be submitted by either party to arbitration to be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Emergency Interim Relief Procedures). The parties agree that with respect to disputes submitted to arbitration, the arbitration award will be final and binding, and that a judgment by any court of competent jurisdiction may be rendered on the award. The place of arbitration must be in the state where the HPS Institution is located, at a place convenient to the parties unless the arbitrator(s) designate some other location. All costs and expenses of the arbitration, including actual professional fees, must be allocated among the parties at the discretion of the arbitrator(s).
- c. **Allowable Costs, Discounts, Etc.** Pursuant to 7 CFR 210.21(f)(1), any HPS Institution that is a SFA will pay for the allowable costs of Products from the SFA's Nonprofit School Foodservice Account to the successful vendor net of all discounts, rebates and other applicable credits accruing to or received by the successful vendor or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA. The successful

vendor must either (1) separately identify for each cost submitted for payment to the SFA the amount of that cost that is allowable (can be paid from the Nonprofit School Foodservice Account) and the amount that is unallowable (cannot be paid from the Nonprofit School Foodservice Account); or (2) exclude all unallowable costs from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification. The successful vendor's determination of its allowable costs must be made in compliance with the applicable USDA and Child Nutrition Program regulations and Office of Management and Budget cost circulars. The successful vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the SFA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. If approved by the State Department of Education, the SFA may permit the successful vendor to report this information on a less frequent basis than monthly, but no less frequently than annually. The successful vendor must identify the method by which it will report discounts, rebates and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract. The successful vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the SFA, the State Department of Education, or the USDA, as applicable.

- d. **Access to Records.** Upon request, the successful vendor must provide the HPS Institution, the USDA, the Inspectors General, the Comptroller General of the United States, and the applicable State Department of Education, or any of their duly authorized representatives, with (1) access to documents, papers, and records which are pertinent to the contract, in order to make audits, examinations, excerpts and transcripts, and (2) timely and reasonable access to the successful vendor's personnel for the purpose of interview and discussion related to such documents.
- e. **Record Retention.** The successful vendor must retain all records with respect to a HPS Institution required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), for at least three years after the HPS Institution makes its final payments and all other pending matters are closed. Whenever practicable, the successful vendor should collect, transmit and store such records in open and machine readable formats rather than in closed formats or on paper.
- f. **Environmental Protection; Recovered Materials.** To the extent applicable, the successful vendor must comply with all standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended, as well as any mandatory standards and policies relating to energy efficiency which are contained in any state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency ("EPA"). Further, to the extent applicable, the successful vendor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act,

including without limitation the establishment of an affirmative procurement program for procurement of recovered materials identified in the EPA Guidelines at 40 CFR Part 247.

- g. **Equal Employment Opportunity.** To the extent applicable, the successful vendor must comply with Executive Order 11246, “Equal Employment Opportunity,” as amended, including amendments by E.O. 11375 and E.O. 13672, and as supplemented by regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- h. **Debarment and Suspension.** If the Master Group Agreement or any Individual Member/Participant Agreement is considered a “covered transaction” under the federal rules implementing Executive Order 12549, “Debarment and Suspension,” including the OMB Guidance in 2 CFR Part 180 and the USDA implementing regulations in 2 CFR Part 417, then each such Agreement will be deemed to include a term or condition requiring the successful vendor to comply with Subpart C of 2 CFR Part 180, as supplemented by Subpart C of 2 CFR Part 417, and further requiring the successful vendor to include a similar term or condition in all lower tier covered transactions. In addition, all responding vendors must submit a signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in the form of the attached **Appendix A**. No contract will be made with parties listed on the Excluded Parties List System maintained as part of the federal System for Awards Management (“**SAM**”).
- h. **Lobbying.** All responding vendors must submit a signed Certification Regarding Lobbying in the form of the attached **Appendix B**. Each tier certifies to the tier above that it will not use and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. All responding vendors must disclose any such lobbying activities by submitting a signed Disclosure of Lobbying Activities (Standard Form – LLL) in the form attached as **Appendix C**.
- i. **Davis-Bacon Act:** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by on 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.

- j. **Emergency Purchase Clause:** Notwithstanding any other provision of this procurement, the HPS may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with the procurement process. Emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
- k. **Amendments and Modifications:** HPS reserves the right to modify the awarded contract by mutual agreement between the HPS and selected Firm(s), so long as such modification would not result in a material change to the solicitation and awarded contract. Such modifications will be evidenced by issuance of a written authorized amendment by HPS. A material change is defined as that which may have caused responders to the RFP to respond differently. HPS will utilize regular contract monitoring as outlined in HPS policies and procedures to monitor potential material changes.
- l. **Buy American.** 7 CFR 210.21(d) and 220.16(d), which implement Section 104 (d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998, require SFAs to use their Nonprofit School Foodservice Account funds to purchase domestic commodities or products to the maximum extent practicable. “Domestic commodity or product” means an agricultural commodity produced in the United States or a food product that is processed in the United States substantially using agricultural commodities produced in the United States. There is a two-part test to determine the country of origin for a processed end product: (1) The article must be processed in the United States or its territories; and (2) the cost of domestic components must exceed 50 percent of the cost of all the components.

To the extent the Products covered by this RFP are agricultural commodities or food products, the successful vendor must certify the percentage of U.S. content in the Products. If a vendor is unable or unwilling to make such certification, HPS Institutions that are SFAs will not purchase from the vendor. **By signing and submitting a proposal, the responding vendor certifies that any agricultural commodity or food Products it proposes to supply will be “domestic commodities or products,” as defined above, subject only to any exceptions approved pursuant to the next paragraph.**

Exceptions to the foregoing Buy American provision may be approved by HPS upon the responding vendor’s request, but only in extraordinary circumstances where the vendor, in its request for an exception, demonstrates either of the following:

- (1) The Product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- (2) Competitive proposal pricing reveals the cost of a domestic Product is significantly higher than the non-domestic Product (price information must be included in the request).

Buy American Clause

Required _____

Not Required X

- m. **Nondiscrimination.** The successful vendor 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 successful vendor 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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

- n. **Fair and Open Competition:** This solicitation is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the ability to respond to this solicitation, it is the responsibility of the interested Firm to notify RFP Coordinator, in writing, at tmascho@hpsgpo.com so as to be received within five (5) business days after the date the solicitation is issued by HPS. The solicitation may or may not be changed, but a review of such notification will be made prior to the award of contract.

DIRECTIONS FOR SUBMISSION OF PROPOSAL.

1. **General.**
 - a. Each responding vendor must completely fill out all requested information.
 - b. Prices quoted must be F.O.B. delivered to the HPS Institution.
 - c. Sign and return one copy of the Request For Proposal, including all attachments for each geographic area.
 - d. Any additions must be on a separate attachment.
 - e. Samples: ____Requested x Not Requested

2. **Appeals.** Any appeal regarding the selection of the successful vendor must be made to HPS in writing and must fully identify any contested issues. If a responding vendor desires to appeal such award, it must first provide a written notice to HPS, at the HPS address, no later than five (5) working days after HPS issues its notice of intent to award. The actual appeal is due at the same address no later than five (5) working days after the date the notice of intent to appeal is received by the HPS. HPS will receive the appeal and render a final decision.

3. **Signatures.** In making a proposal, each responding vendor must sign the RFP immediately below. By signing the RFP, the responding vendor acknowledges having read the RFP and all its attachments, exhibits and appendices and agrees to be bound by their terms. Responding vendors may also need to provide and submit supplementary material as requested by HPS. In addition to the foregoing, each responding vendor must **complete and sign all forms attached as Appendix A (Certification Regarding Debarment, etc.); Appendix B (Certification Regarding Lobbying); Appendix C (Disclosure of Lobbying Activities); Appendix D (Noncollusion Affidavit); Appendix E (Certification of Compliance – Iran Economic Sanctions Act); Appendix F (Indiana E-Verify Affidavit); Appendix G (Ethical Standards Affidavit); and Appendix H (Conflict of Interest Affidavit) and return them with the RFP.** If there are any questions, please contact Tori Mascho at (269) 795-3308.

AUTHORIZED SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

E-MAIL: _____

DATE: _____

APPENDICES

- Appendix A – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Appendix B – Certification Regarding Lobbying
- Appendix C – Disclosure of Lobbying Activities
- Appendix D – Noncollusion Affidavit
- Appendix E – Certification of Compliance – Iran Economic Sanctions Act
- Appendix F – Indiana E-Verify Affidavit
- Appendix G – Ethical Standards Affidavit
- Appendix H – Conflict of Interest Affidavit

EXHIBITS

- Exhibit A – Membership List
- Exhibit B – Master Group Agreement
- Exhibit C – Pricing Information
- Exhibit D – Questions

Page 17 – Request for Proposal
TERMS & CONDITIONS



3275 N. M-37 Hwy.,
P.O. Box 247
Middleville MI, 49333
(800) 632-4572 | hpsnet.com

Date: _____

1. Company Name: _____ 2. Website: _____

3. Address: _____

4. Main Phone #: _____ Fax: _____

5. Send orders to _____ Via: Email Fax Phone Online
(Name/Department)

6. Company business hours: _____ Timezone: _____

7. Delivery Time: _____

8. Shipped via: Common Carrier Direct Distributor

9. F.O.B. HPS institution facility (prepaid & absorbed) Accepted (If freight not included please define freight terms separately.)

10. Payment terms: _____

11. Minimum order: _____

12. Identify the states you service:

AL AR DE FL GA IL IN IA KS KY LA MD MI MN MO NC OH OK PA SC TN TX WI WV Entire US

13. Price protection for _____ years.

14. Please check all HPS member segments that your products and or services apply to:

Medical Senior Living Education Medical Associates Associates

15. Please complete the following where applicable:

a. Do you provide service to your equipment? Yes No At no charge? Yes No

Define service charge: _____

b. Do you offer emergency service? Yes No If yes indicate hours of emergency service: _____

16. Relative to item #7 and #8 on the request for proposal, page eight, please indicate below the frequency with which your company will furnish electronic statistical reports (excel format) and recording fee to the HPS office, should you be awarded this bid:

Monthly Quarterly

Signature: _____

Printed Name: _____

Title: _____

Phone: _____ Email: _____

Dollar Volume Contact - Required

1. Name: _____ 2. Title: _____

3. Email: _____ 4. Phone: _____

5. Address: _____

City: _____ State: _____ Zip: _____

6. Subscribe to HPS Bottom Line:

Main Contact - Required

1. Name: _____ 2. Title: _____

3. Email: _____ 4. Phone: _____

5. Address: _____

City: _____ State: _____ Zip: _____

6. Subscribe to HPS Bottom Line:

Bid Contact - Required

1. Name: _____ 2. Title: _____

3. Email: _____ 4. Phone: _____

5. Address: _____

City: _____ State: _____ Zip: _____

6. Subscribe to HPS Bottom Line:

Marketing Contact – Required

1. Name: _____ 2. Title: _____

3. Email: _____ 4. Phone: _____

5. Address: _____

City: _____ State: _____ Zip: _____

6. Subscribe to HPS Bottom Line:

Additional Contacts -

APPENDIX A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The undersigned bidder makes this certification as part of its proposal in response to the RFP to which this Appendix is attached. The bidder certifies to the best of its knowledge and belief that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- 2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2) above; and
- 4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the bidder is unable to certify to any of the above statements, the bidder must attach an explanation to this proposal.

Bidder's Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

APPENDIX B

CERTIFICATION REGARDING LOBBYING

The undersigned bidder makes this certification in the event the bidder’s proposal in response to the RFP to which this Appendix B is attached results in a contract or subcontract that exceeds \$100,000 in federal fund expenditures:

The bidder certifies by signing and submitting this proposal, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit **Standard Form-LLL**, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned also agrees by submitting its proposal that the bidder will require that the language of this certification be included in all lower tier subcontracts exceeding \$100,000 in Federal funds and that all subcontractors must certify and disclose accordingly.

Name		Agreement Number:	
Address			
Printed Name and Title of Submitting Official:		Signature:	Date:

APPENDIX C

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material changes For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:	7. Federal Program Name/Description CFDA Number, if applicable _____	
8. Federal Action Number, if known	9. Award Amount, if known	
10. a. Name and Address of Lobbying Entity <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7/97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the invitation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-awardee recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 check "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 [e.g., Request for Proposal (RFP) number; invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency]. Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all Boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a Collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0348-0046. The time required to complete this information is estimated to average 10 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

APPENDIX D

NONCOLLUSION AFFIDAVIT

_____, being first duly sworn, deposes and says, under the penalties for perjury, that he or she is _____ of the bidder responding to the foregoing RFP, that the bidder's proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or a sham; that the bidder has not entered into a combination or an agreement relative to the price to be offered by a person, or to prevent a person from making an offer, or to induce a person to refrain from making an offer; that the bidder has not directly or indirectly induced or solicited another person to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any vendor or anyone else to put in a sham proposal or to refrain from submitting a proposal; that the bidder has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with anyone to fix the bid price of the bidder or any other vendor, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other vendor, or to secure any advantage against HPS or any public entity or other person interested in the proposed contract; that all statements contained in the proposal are true; that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham bid; and that the bidder and its affiliates, subsidiaries, officers, directors, members, managers, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Name of Firm

Signature (Firm)

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me on _____, by _____.

_____, Notary Public

County of _____, State of _____

My Commission Expires: _____

Acting in the County of _____

APPENDIX E

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named company (the “Company”), pursuant to the compliance certification requirement provided in the HPS’s Request For Proposal (the “RFP”), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by HPS as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of HPS’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Name of Company

Name and Title of Authorized Representative

Signature

Date

APPENDIX F

INDIANA E-VERIFY AFFIDAVIT

This Affidavit is made in connection with the Request for Proposals to which it is attached, for the benefit of HPS and HPS Institutions. In compliance with I.C. 22-5-1.7, et seq., the undersigned states that:

1. He/she is authorized to sign this Affidavit on behalf of the Responding Vendor identified below.

2. The Responding Vendor does not knowingly employ an “unauthorized alien” within the meaning set forth in 8 U.S.C. 1324a(h).

I swear or affirm, under the penalties for perjury, that the foregoing statement is true.

Responding Vendor’s Name _____

By (signature): _____

Name (printed): _____

Title: _____

Date: _____

APPENDIX G
ETHICAL STANDARDS AFFIDAVIT

Contractor, after being first duly sworn, affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

Contractor understands that it shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

Contractor also understands that it shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award or a subcontract or order.

Contractor also understands that it shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a metropolitan government contract upon the agreement or understanding for a contingent commission, percentage or brokerage fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Contractor represents that it has not retained anyone in violation of the foregoing.

Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20_____.

Notary Public _____

My commission expires: _____

Seal

**APPENDIX H
CONFLICT OF INTEREST AFFIDAVIT**

This affidavit is required by state law and complies with the State of Michigan, Act No. 232 of Public Acts of 2004, Enrolled House Bill No. 5376, Sec. 1267, paragraph 3, and sub-paragraph (d), as listed below:

- (3) The advertisement for bids (and proposals) shall do all of the following:
State that the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board, intermediate school board, or board of directors or the superintendent of the school district, intermediate superintendent of the intermediate school district, or chief executive of the public-school academy. A board, intermediate school board, or board of directors shall not accept a bid that does not include this sworn and notarized disclosure statement.

CHECK ONE OF THE TWO BOXES BELOW.

List and describe all existing Conflicts of Interest. *(Attach an additional page if necessary.)*

To the best of my knowledge, no conflict of interest exists.

Print name of bidder: _____ Signature: _____

Name of Company: _____ City: _____ State: _____

NOTARY: State of _____ County of _____

Sworn to and subscribed before me, a notary public in and for the above state and county, on this

_____ Day of _____, 20____.

Notary Public _____

My commission expires: _____

Seal