



DATE PROPOSAL SUBMITTED: March 25, 2021

or

NO PROPOSAL SUBMITTED: _____

PLEASE SUBMIT REASON FOR NO PROPOSAL: _____

MILK & DAIRY/ RELATED PRODUCTS

REQUEST FOR PROPOSAL (RFP)

BY COMPETITIVE PROPOSAL PROCESS

PROPOSAL OF MATERIAL - SPECIFICATION LIST

Proposals are due: By 5:00 p.m. EDT on March 31, 2021

Virtual Bid Opening: April 1, 2021, 4:00 p.m. E.S.T.

Contract Duration: July 1, 2021, through June 30, 2022, with HPS option to renew for up to four additional terms of one year each, July 1, 2022, through June 30, 2023, July 1, 2023 through June 30, 2024, July 1, 2024 through June 30, 2025 and July 1, 2025 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	February 17th, 2021
B. Deadline for Clarification Requests	March 13th, 2021
C. Due Date for RFP Responses	March 31th, 2021
D. Virtual Public Bid Opening @ 4:00pm E.S.T.	April 1st, 2021
E. Evaluation of Responses	April 1st- May 30th, 2021
F. Notification of Contract Award on or before	June 1st, 2021
G. Contract Start Date	July 1st, 2021

***Please see below for virtual GoToMeeting information:**

Virtual Public Bid Opening - Milk & Dairy/ Related Products
Thu, Apr 1, 2021 4:00 PM - 5:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

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REQUEST FOR PROPOSAL

HPS MILK & DAIRY/RELATED PRODUCTS

A. WHO IS HPS?

HPS is a nonprofit organization comprised of over 4,200 members and participants in Florida, Georgia, Illinois, Indiana, Kentucky, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, Texas, West Virginia, North & South Carolina, Wisconsin, Maryland, Delaware, New Jersey, Virginia, Washington D.C., New York, Vermont, New Hampshire, Maine, Massachusetts, Rhode Island & Connecticut. HPS is owned by its members, all of which are governmental entities or nonprofit, 501(c)(3) tax-exempt organizations. HPS members and participants include numerous public and nonprofit school systems, as well as nonprofit health care provider institutions, various instrumentalities of government, and for-profit participant health care providers and other institutions.

As part of its portfolio, HPS maintains a MILK & DAIRY/RELATED PRODUCTS Purchasing Program that is designed to allow eligible HPS members and participants to procure milk, dairy and related items at competitive prices in a manner that complies with current state and federal procurement laws, regulations, and guidelines, including for Child Nutrition Programs (“**CN Programs**”). More than 339 entities in the healthcare and education segments currently participate in the HPS MILK & DAIRY/RELATED PRODUCTS Program. Those entities make purchases averaging more than \$9,000,000.00 in the aggregate through the HPS program each school year.

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.

B. SCOPE OF REQUEST.

This RFP solicits proposals to sell the product(s) or service(s) in the HPS MILK & DAIRY/RELATED PRODUCTS Program, for any area in the HPS footprint noted above, 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 they can service. including without limitation the items listed on **Exhibit C (Bid 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, are set forth in the **Membership List** attached as **Exhibit A**. The Products include items covered by the National School Lunch Program and the other Child Nutrition Programs administered by the Food and Nutrition Service of the United States Department of Agriculture (“**USDA**”).

HPS makes this request on behalf of the HPS Institutions, Healthcare and non-healthcare members, 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. If you would like the electronic versions of these documents, please contact Christina Costanza at ccostanza@hpsgpo.com

Proposals, including the Excel version of Exhibit C 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: Christina Costanza, no later than 5:00 PM EDT on March 31, 2021.

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).

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.

C. INSTRUCTIONS AND INFORMATION FOR RESPONDING VENDORS.

1. All proposals will be considered firm offers to sell the Products 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. Any responding vendor may withdraw its proposal at any time before the stated closing time and date. Due to FOIA and other disclosure laws and regulations that apply to certain SFAs and other HPS Institutions, proposals that are submitted in response to this RFP may be subject to disclosure as matters of public record.
2. The sales aggregate volume figures shown above and collectively for **Exhibit C** are intended for the responding vendor's own use as an aid in determining approximate quantities. HPS makes no guarantee, express or implied, as to the exact quantities of Products that will be purchased by HPS Institutions, and the successful vendor will be required to honor its pricing if volumes vary.
3. Each responding vendor must furnish all data, technical literature and samples that the HPS Food Service Administrative Advisory Committee 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 (which is **Appendix I** that is attached to this RFP).

4. The HPS Food Service Advisory Committee(s) will evaluate proposals based upon the following factors, assigning to each factor the relative weight listed below:
 - a. Product List and Pricing Information ((Proposal of Material – (Bid List) , ExhibitC))..25
 - b. Financial Viability..... 20
 - c. Regulatory Compliance..... 20
 - d. Staffing Efficiency20
 - e. Client Participation (Engagement and Satisfaction) 15

Each responding vendor’s score for Price will be calculated by applying the following formula:

$$\text{Price Score} = [25] \times \frac{\text{Exhibit C low bid}}{\text{Bid List Being Evaluated}}$$

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 and the instructions set forth on **Exhibit C- Bid List** and provide any additional items to offer the HPS Membership and any tiers based on drop size or any criteria determined by vendor, attached as **Exhibit C**:
 - a. The responding vendor must be aware of the acceptable pricing mechanisms and comply with the following:
 Generally, HPS accepts the following types of pricing mechanisms: (i) firm pricing, and (ii) Escalator/De-escalator. All prices shall be firm for 30 days, after which milk can increase to decrease in accord with changes in Class 1 raw milk prices based on monthly Federal Milk Order Announcements for the (applicable geographical zone (**in Exhibit D**)). Prices for milk delivered can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight.
 HPS cannot accept any pricing mechanisms using “cost plus a percent of cost.” Any proposals submitted using cost plus a percent of cost mechanism will not be accepted

- b. **Products and Price.** 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 in this Section. As a general matter, each proposal must include (i) Bid List, (Exhibit C) and for evaluation purposes please price the Products as of March 1, 2021 (“**Test Date**”). Upon awarding of a contract, Vendor will send the bid list to HPS before July 1, 2021 taking into account any applicable changes in the Federal Milk Order.

The Products listed on the **Bid List** as set forth as **Exhibit C** below, must be quoted firm as of March 1, 2021 (“**Test Date**”), F.O.B. HPS Institution’s place of business, please indicate the term of pricing. After the firm price period, all successive price increases must be submitted to the HPS office a minimum of 10 days before the effective month and can be increased or decreased at the rate of \$0.001 per half pint for each full \$0.15 increase/decrease in raw milk per hundred weight.

HPS cannot accept any pricing mechanisms using “cost plus a percent of cost.” Any proposals submitted using cost plus a percent of cost mechanism will not be accepted. 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 firm price 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. This RFP allows for tier pricing based on volume and/or class of trade.
- d. Each responding vendor may outline and describe any incentives that it will offer to the HPS Institutions, including but not limited to, the following:
- i. Any incentives offered for accelerated payment terms;
 - ii. Any incentive based on the HPS Institution’s average drop size;
 - iii. Any additional incentives that the vendor will offer the HPS Institutions.
- e. Consistent with 7 CFR 210.21(f), 215.14a(d) and 220.16(e), any such incentives must be offered directly to the appropriate HPS Institutions, and in the case of an SFA, credited to the appropriate Nonprofit School Foodservice Account. HPS will not receive any discounts, rebates, or incentives in connection with this contract for those sales to those SFA’s
- f. Each responding vendor must provide a detailed map of its current service area for each geographic area your company can service, (defined as a customer receiving at least weekly delivery on the vendor’s distribution truck). Each responding vendor must also provide a separate list of HPS Institutions (specifically the member school districts) not eligible to participate in the Master Group Agreement. Any changes to service area must be approved by The HPS Food Service Advisory Committee(s).

Responding to instructions a. through e. 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.

D. 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. **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.
4. **Recording Fee:** The successful vendor must pay HPS a recording fee equal to one tenth of one percent (.1%) for total sales of Product to all non SFA accounts.
5. **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.

6. **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 Five Million Dollars (\$5,000,000.00) 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.

7. **USDA Requirements:** The HPS Institutions include many SFAs that will use funds from their Nonprofit School Foodservice Accounts, including federal grant funding, to purchase the Products. 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 including 2 CFR 200.318-326, Appendix to part 200, 7 CFR 250 and 7 CFR 210.21. Accordingly, the successful vendor and those SFAs that enter into Individual Member/Participant Agreements acknowledge that sales and purchases made pursuant to the HPS School Food Purchasing Program 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 6.a above. To this end, the parties must consult and negotiate to reach a solution. However, nothing in this subsection 6.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 vendor under the HPS MILK & DAIRY/RELATED PRODUCTS 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”).

i. **Byrd Anti-Lobbying Amendment.** 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**.

j. **Buy American.** Each HPS Institution that is an SFA and participates in the CN Programs is required to use the Nonprofit School Foodservice Account funds, to the maximum extent practicable, to buy domestic commodities or products for CN Program meals. A “**domestic commodity or product**” is defined as an agricultural commodity produced in the United States and a food product processed in the United States substantially using agricultural commodities that are produced in the United States, as provided in 7 CFR 210.21(d). “**Substantially**” means over 51% of the food component, by weight or volume, must be of U.S. origin. The food component of the Product is the agricultural commodity, including meats/meat alternates, grains, vegetables, fruits and fluid milk.

The Awarded Distributor must cooperate with the HPS Institutions that are SFAs in order to facilitate their compliance, and their monitoring of compliance, with this Buy American provision. This includes certification by the Awarded Distributor as to the percentage of U.S. content in domestic commodities or products supplied to SFAs. If the Awarded Distributor is unable or unwilling to make such certification or otherwise fails to comply with this Buy American provision, the SFAs will not purchase from the Awarded Distributor and may terminate their Individual Member/Participant Agreements with the Awarded Distributor. **By signing and submitting a proposal, the responding vendor certifies that the agricultural commodities and food products it proposes to supply to each SFA will be domestic commodities or products. In addition, the Awarded Distributor must provide each SFA with ongoing certification, on food products delivered, on invoices submitted and by other means as appropriate, (i) that agricultural commodities supplied to the SFA were produced in the United States, (ii) that food products supplied to the SFA were processed in the United States, and (iii) that the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the SFA exceeds 51%. SFAs may also require the Awarded Distributor to certify the actual percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the SFAs.**

Exceptions to the foregoing Buy American provision are very limited; however, an alternative or exception may be approved by individual SFAs upon the vendor’s request. To be considered for an alternative or exception, the request must be submitted in writing or by electronic transmission to the SFA, Attention: Food Service Director, a minimum of 1 day in advance of delivery. The request must include either:

- i. The alternative substitute(s) that are domestic and meet the required specifications, together with:
 - (i) Price of the domestic food alternative substitute(s); and
 - (ii) Availability of the domestic alternative substitute(s) in relation to the quantity ordered; or
- ii. The reason for exception: limited/lack of availability or price (include price information):
 - (i) Price of the domestic food product; and
 - (ii) Price of the non-domestic product that meets the required specification of the domestic product.

The successful vendor must certify the percentage of U.S. content in Products supplied to HPS Institutions. If a vendor is unable or unwilling to make such certification, HPS Institutions will not purchase from the vendor. **By signing and submitting a proposal, the responding vendor certifies that the 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).

k. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

l. **Rights to Inventions Made Under a Contract or Agreement.** If a Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

m. **Davis-Bacon Act, as amended.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-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.

- n. **Small/Minority/Women's/Labor Surplus Area Businesses.** Awarded Distributor must take all necessary affirmative steps to assure that minority businesses, women's businesses enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce
7. **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.
8. **Historically Underutilized Businesses:** (HUB'S) HPS is taking the following actions to assist Historically Underutilized Businesses (HUB's) in doing business with the HPS members. A. HPS insures that HUB's are given a fair and equal opportunity to participate in their contracts. B. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; C. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
9. **Failure to Fulfill Contract:** When any Vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, HPS may, at its sole discretion, annul and set aside the contract entered into with said Vendor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage of the HPS membership. Any failure for furnishing such articles or services by reason of the failure of the Vendor, as above stated, shall be a liability against such Vendor and his sureties. The HPS member district reserves the right to cancel any articles or services which the successful Vendor may be unable to furnish because of economic conditions, governmental regulations, as a result of a recall, or other similar causes beyond the control of the Vendor provided satisfactory proof is furnished to the HPS member district, if requested.
10. **Food Recall Procedures:** Vendor must comply with all federal, state and local requirements relating to food safety and food recalls. Vendor must have procedures in place to respond effectively to a food recall. The procedures must include accurate and timely communications to SFAs as well as mechanisms to identify and remove recalled products from SFA sites in an

expedient, effective and efficient manner. Vendor must maintain all documentation required for immediate and proper recall notification with regard to full and split cases. Vendor must also ensure that any storage facilities it uses are in compliance with all federal, state and local requirements relating to food safety and health (including obtaining any required health inspections) and to procedures for responding to a food recall, as applicable.

11. **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: Christina Costanza) or to ccostanza@hpsgpo.com. A party may specify a different address by notice given in accordance with the terms of this Section.
12. **Biosecurity:** The Awarded Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.
13. **Emergency Purchases:** Notwithstanding any other provision of this RFP, the HPS Institutions may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if an emergency exists that will not permit a delay resulting from competitive solicitation. Emergency procurements will be made with such level of 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.
14. **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.
15. **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.
16. **No Assignment:** The Master Group Agreement may not be assigned by the successful vendor without the prior written consent of HPS.

E. 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 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. The HPS Food Purchasing Advisory Committee 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); if applicable, Appendix C (Disclosure of Lobbying Activities); Appendix D (Non Collusion Affidavit); Appendix E (E-Verify Affidavit); and for the Michigan contract only, Appendix F (Certificate of Compliance – Michigan Act 517 of 2012) Appendix G Ethical Standards Affidavit Appendix H Conflict of Interest Affidavit and Appendix I – HPS Value Component Questions and return them with the RFP.** If there are any questions, please contact Christina Costanza at (269) 795-3308

AUTHORIZED SIGNATURE: Meg Callahan
NAME: Meg Callahan
TITLE: General Manager
COMPANY: DFA Dairy Brands Fluid LLC, dba TG Lee Dairy
ADDRESS: 315 N Bumby Ave., Orlando FL 32803
PHONE: 407-210-3328
E-MAIL: Meg.callahan@dfamilk.com
DATE: 3-25-2021

APPENDICES

- Appendix A – Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Appendix B – Certification Regarding Lobbying
- Appendix C – Disclosure of Lobbying Activities
- Appendix D – Non Collusion Affidavit
- Appendix E – E-Verify Affidavit
- Appendix F – Certification of Compliance - Iran Sanctions (MI only)
- Appendix G – Ethical Standards Affidavit
- Appendix H – Conflict of Interest Affidavit
- Appendix I – HPS Value Component Questions

EXHIBITS

- Exhibit A – Membership List
- Exhibit B – Master Group Agreement
- Exhibit C – Proposal of Material – (Bid List)
- Exhibit D – Federal Milk Order Areas

TERMS & CONDITIONS

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

Date:

1. Company Name: DFA Dairy Brands Fluid LLC dba TG Lee Dairy 2. Website: www.dfamilk.com

3. Address: 315 N Bumby Avenue, Orlando FL 32803

4. Main Phone #: 407-894-4941 Fax: 407-895-5571

5. Send orders to tglee_customerservice@dfamilk.com Via: Email Fax Phone Online
(Name/Department)

6. Company business hours: 8:00am - 5:00pm Timezone: EST

7. Delivery Time: TBD based on members needs

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: Net 21 days

11. Minimum order: For health care and independent schools only, \$150.00 minimum per delivery

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 1 year 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: 8:00am - 5:00pm

16. Relative to item #3 and #4 on the request for proposal, page seven, 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: Meg Callahan

Printed Name: Meg Callahan

Title: General Manager

Phone: 407-210-3328 Email: meg.callahan@dfamilk.com

Dollar Volume Contact - Required

1. Name: David Flagg 2. Title: Key Account Manager
3. Email: david.flagg@dfamilk.com 4. Phone: 407-210-3377
5. Address: 315 N Bumby Ave

City: Orlando State: FL Zip: 32803

6. Subscribe to HPS Bottom Line:

Main Contact - Required

1. Name: Meg Callahan 2. Title: General Manager
3. Email: meg.callahan@dfamilk.com 4. Phone: 407-210-3328
5. Address: 315 N Bumby Ave

City: Orlando State: FL Zip: 32803

6. Subscribe to HPS Bottom Line:

Bid Contact - Required

1. Name: David Flagg 2. Title: Key Account Manager
3. Email: david.flagg@dfamilk.com 4. Phone: 407-210-3377
5. Address: 315 N Bumby Ave

City: Orlando State: FL Zip: 32803

6. Subscribe to HPS Bottom Line:

Marketing Contact - Required

1. Name: David Flagg 2. Title: Key Account Manager
3. Email: david.flagg@dfamilk.com 4. Phone: 407-210-3377
5. Address: 315 N Bumby Ave

City: Orlando State: FL Zip: 32803

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.

DFA Dairy Brands Fluid LLC, dba TG Lee Dairy

Bidder's Name

PR/Award Number or Project Name

Meg Callahan, General Manager

Name and Title of Authorized Representative


Signature

3.23.2021
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 of Lobbying Activities," 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 N/A		Agreement Number:
Address		
Printed Name and Title of Submitting Official:	Signature:	Date:

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____

Page _____ of _____

N/A

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 undergrants.
5. If the organization filing the report in item 4 checks "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

Meg Callahan, being first duly sworn, deposes and says, under the penalties for perjury, that he or she is Agent/General Manager 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.

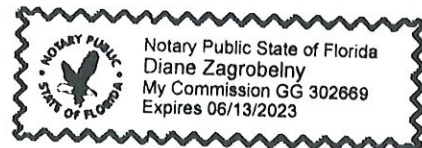
DFA Dairy Brands LLC, dba TG Lee Dairy
Name of Firm

Meg Callahan
Signature (Firm)

STATE OF Florida)
) ss.
COUNTY OF Orange)

Subscribed and sworn to before me on MARCH 23, 2021, by Meg Callahan.

Diane Zagrobelny, Notary Public
County of ORANGE, State of Florida
My Commission Expires: 6-13-23
Acting in the County of Orange



APPENDIX E

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. 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 DFA Dairy Brands Fluid LLC, dba TG Lee Dairy

By (signature):

Meg Callahan

Name (printed):

Meg Callahan

Title:

General Manager

Date:

3.23.2021

APPENDIX F
(MICHIGAN RFP ONLY)

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 Request For Proposal to which this Certification is attached, (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.

N/A

Name of Company

Name and Title of Authorized Representative

Signature

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.

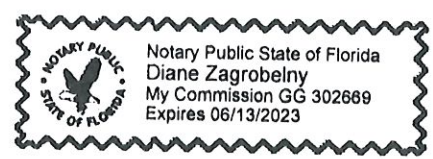
Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: Meg Callahan Signature: Meg Callahan

Name of Company: DFA Dairy Brands Fluid LLC, dba TG Lee Dairy City: Orlando State: FL

Sworn to and subscribed before me, a notary public in and for the above state and county, on this 23 Day of March, 2021.

Notary Public Diane Zagrobelny
My commission expires: 6-13-2023



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: Meg Callahan Signature: Meg Callahan

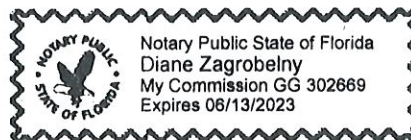
Name of Company: DFA Dairy Brands Fluid LLC, dba TG Lee Dairy City: Orlando State: FL

NOTARY: State of County of

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

23 Day of March, 2021.

Notary Public Diane Zagrobelny
My commission expires: 6-13-2023



Seal

APPENDIX I

HPS Value Components Questions

HPS strives to provide only contracts that offer great value to our Members, are relevant to their needs, and include differentiating factors that set them apart from all other similar contracts offered by other GPOs.

Our contracts must address the four general areas of concern that all of our Members, regardless of class of trade, deal with on a daily basis. These are what we call a contract's Value Components, which are:

1. Financial Viability: Our contracts must provide a positive financial impact to our Members.
2. Regulatory Compliance: Our contracts must help our Members become and maintain compliance with relevant laws, policies and regulations.
3. Staff Efficiency: Our contracts must help our Members optimize their staff through process improvement, training and education, and other assistance that makes their work easier and more accurate.
4. Client Participation/Engagement/Satisfaction: Our contracts must help our Members be more attractive to their client base, leading to greater participation in their services, and higher levels of satisfaction.

How you answer the following questions in light of the above description will help paint the picture of the level of true value you can bring to our Members. Please be as thorough as possible; we've incorporated additional pages after the questions if you want to expound on any of your answers. You are also welcome to attach other sheets.

Value Component 1

Pricing Information – 25 Points

1. Max 25 Points

Please complete Exhibit C

Financial Viability – 20 Points: Our contracts must provide a positive financial impact to our Members.

1. (Max 4 Points) Describe your pricing to HPS Members.
DFA Dairy Brands Fluid LLC, dba TG Lee will utilize the price change mechanism of increase/decrease of .001 per half pint for each move of .15cwt. The move will be based on the FMO change including change Over Order Premiums where applicable on a monthly basis. Where there is not a change of .15/cwt, that said amount will become cumulative until such conditions apply.
2. (Max 4 Points) What bench marketing did your company use to determine the HPS Member price?

Our pricing submitted is based on the March 2021 FMO

3. (Max 2 Points) Outline rebates and/or incentives you would make available to the HPS membership, i.e. commitment-based, volume-based, drop-size based, EDI or quick payment discounts, etc.
DFA Dairy Brands Fluid LLC, dba TG Lee Dairy will not offer any type of discount for accelerated payment terms to HPS Institutions. We will not offer incentives for drop sizes but reserve the right to revisit this at a later date for the benefit of all. At this submittal there will be no additional incentives.
4. (Max 2 Points) What is the price protection period for this contract?
The price submitted is based on the FMO announced for March 2021. As this is a commodity, we will change the price as outlined in #1, price change mechanism.
5. (Max 2 Points) Does your company charge fuel surcharges and/or other delivery charges?
(yes no)
If yes, explain the charges and fee schedule in detail.
No fuel surcharge or delivery charges, only require \$150 minimum purchase for delivery.
6. (Max 2 Points) Specifically describe how your offerings will have a positive financial impact on our Members' organizations.
Competitive pricing, experienced advice and analysis, on-time deliveries as well as an extensive dairy selection will help members save time and money.
7. (Max 2 Points) Financially speaking, is your offering to HPS Members stronger than to other groups?
Explain either way.
Offer is commensurate with similar type customers.
8. (Max 2 Points) Explain your shipping terms.
Orders need to be placed 48 hours in advance of delivery.

Value Component #2

Regulatory Compliance – 20 Points: Our contracts must help our Members become and maintain compliance with relevant laws, policies and regulations.

1. (Max 4 Points) Describe how your product/service provides solutions for relevant industry standards and laws?
Our product adheres to all industry standards as required by law. We are under strict federal and state regulations and are surprise inspected by the USDA regularly. We also have a full sustainability program in place along with a complete food safety program. All of this is available on our website www.dfamilk.com.
2. (Max 4 Points) How does your product or service adhere to industry standards?
Our product adheres to all industry standards as required by law. We are under strict federal and state regulations and are surprise inspected by the USDA regularly. We are also surprise inspected annually for an SQF audit where we consistently score higher than the industry standard.

3. (Max 4 Points) Describe how your company helps the HPS Member improve their policy or procedures in your product or service line.
We always want to ensure the cold chain compliance is strictly followed. We randomly check temperatures in our customer base to ensure compliance. If there is a suspected break in the chain, we conduct a full investigation and fully educate the locations and its employees on the process and the importance of following for food safety regulations and product quality.
4. (Max 4 Points) Describe any special programs that your organization offers that will improve HPS Members' ability to properly and efficiently use your products/services.
We operate numerous branch locations throughout the Southeast that can cover the needs of the HPS members and increases their ability to access our products even in remote areas. A map of our current locations is attached.
5. (Max 4 Points) Describe how your product or service helps promote industry's best Practices in the HPS Members facility.
The quality of our plants, people, products, and sustainability programs are among the best in class in the industry.

Value Component #3

Staff Efficiency – 20 Points: Our contracts must help our Members optimize their staff through process improvement, training and education, and other assistance that makes their work easier and more accurate.

1. (Max 5 Points) How does your product or service help increase productivity and/or optimize staffing levels at the HPS Members facility.
We will offer prompt reliable deliveries with product quality rating which is best in class. Our driers will stock & rotate product upon delivery it that is what the locations has chosen.
2. (Max 5 Points) Describe how your product or service optimizes organizational efficiency of the HPS Member.
Organizational efficiency is all about figuring out how you can be more effective by using fewer resources, as well as less time and less money to achieve the same goal. Our deliveries are time-based, quick and generally the work is all performed by our folks relieving the pressure at the facility. We also provide different order methods which contribute to using the least amount of time.
3. (Max 5 Points) Describe how HPS Members will place orders for your products/services.
Our company offers a web-based ordering program available to all members. We also offer a full DSD program for those members who choose not to participate in the web ordering.

4. (Max 5 Points) Describe your organization's ongoing education and/or training opportunities to promote continuous improvement for your products/services.
We conduct online training quarterly for all our employees inclusive of ethics, quality, product handling and various other topics that affect our business culture our employees base continue to improve in their overall skills and to benefit of the product produced.

Value Component #4

Client Participation/Engagement/Satisfaction – 15 Points: Our contracts must help our Members be more attractive to their client base, leading to greater participation in their services, and higher levels of satisfaction.

1. (Max 4 Points) Does your product or service has had proven outcomes? (yes no)
If yes, explain and provide documentation of those outcomes.
Yes, our company has been serving schools, healthcare, theme parks, hospitality and retailers for nearly 100 years with a proven track record of solid performance.

2. (Max 4 Points) How does your product or service meet or exceed to industry quality standards?
Our products are consistently ranked among the highest in quality standards in the industry. We are surprise inspected by the state, USDA and SQF and average a score between 94-98 consistently. Quality is how we measure ourselves and we are upheld to an even higher standard within our organization. We welcome tours of our facilities.

3. (Max 2 Points) Explain the strengths of your company's brand recognition.
From milk, to iced tea, and juice, our TG Lee brands offer something for every moment. But they all have one thing in common: our commitment to quality, freshness and authenticity. Our brands all share the same simple, farm to table attitude That you can feel good about, as well as being flavorful, enjoyed in ways to feed a healthier lifestyle. When it comes to food and trust, TG Lee Dairy brands are the natural choice. Our brands TG Lee and TruMoo, are the market brands of the "Hometown Dairy".

4. (Max 2 Points) Outline your organizations plan for marketing to HPS Members.
We currently do not have a full marketing program in place. We will vet the list of members and send our sales team out to call on all prospective buyers to secure a partnership. We will keep it as an active list and share with your team to ensure continuity.

5. (Max 3 Points) Describe how your product or service aligns with HPS Member Classes of Trade and which ones are eligible to utilize your contract:

Medical (acute care and non-acute facilities)
We supply dairy, juice and culture products for the nutritional needs of the community.

Medical Associate (doctor's offices, labs, etc.)
We supply dairy, juice and culture products for the nutritional needs of the community.

Senior Living (skilled nursing, assisted living, independent living facilities)
We supply dairy, juice and culture products for the nutritional needs of the community.

Education (public and private primary K-12 schools, colleges and universities)
We supply dairy, juice and culture products for the nutritional needs of the community.

Associate (camps, senior meal programs, municipalities, jails, etc.)
We supply dairy, juice and culture products for the nutritional needs of the community.

DFA Dairy Brands Response to Items that Needed a confirmation or additional information in the HPI Bid Packet

Response to Section C Instructions and information for responding vendors, Item #6

- a. DFA Dairy Brands Fluid LLC, dba TG Lee Dairy agrees to the price change mechanism of increase/decrease of .001 per half pint for each move of .15 cwt.
- b. **Products and Prices** This proposal under separate attachment includes a Bid List(Exhibit C) and DFA Dairy Brands is submitting this proposal based on May 2020. Respectfully, we request a shorter time period to submit future changes as often we don't get the federal announcement 10 days prior to the end of the month. All pricing is FOB HPS Institutions place of business and will reflect a change monthly based on the commodity movement.
- c. N/A
- d. DFA Dairy Brands Fluid LLC, dba TG Lee Dairy will not offer any type of discount for accelerated payment terms to HPS Institutions. We will not offer incentives for drop sizes but reserve the right to revisit this at a later date for the benefit of all. At this submittal there will be no additional incentives.
- e. We are in compliance with the requirements for additional incentives.
- f. Please see the map attached to this proposal that outlines the service area we have the ability to cover. This map is for Florida; Tallahassee , east and south excluding Southeast and Southwest Florida, Georgia; excluding south west of Atlanta toward the Florida border west of Charlton County, all of Tennessee, North Carolina, South Carolina and Virginia and South west Kentucky.

Response to Section D General Conditions

1. Master Agreement- If awarded the contract, DFA Dairy Brands Fluid LLC, dba TG Lee Dairy will return the signed Master Agreement to HPS
2. Storage- DFA Dairy Brands Fluid LLC, dba TG Lee Dairy has an extensive branch network throughout the service area to insure all customer's needs are met.
3. All electronic reporting needed will be furnished as requested.
4. DFA Dairy Brands agrees to pay HPI on-tenth of 1% for all sales to the members.
5. We will abide by the Indemnification and Master Agreement once reviewed by our legal team upon award of the RFP.
6. We will provide a COI in the amounts requested.

Response to Section 10 Food Recall Procedures

A full recall procedure document is available upon request

Response to Section 12 BioSecurity

A full biosecurity procedure document is available upon request

EXHIBIT B

February 25, 2021

«FirstLastName»
«JobTitle»
«Company»
«Address1»
«Address2»

RE: HPS MASTER GROUP AGREEMENT #«Agreeno» (REV. #«Rev») - «Proddesc»

Dear «Salutation»:

This is to advise you that your Company's proposal on «Proddesc» for HPS's member/participant institutions, was accepted as best proposal by the HPS «Committee». As used in this Master Group Agreement, "HPS," "we," "us," and "our" refer to HPS LLC, a Delaware nonprofit limited liability company, and its subsidiary, HPS MI, Inc., a Delaware nonprofit corporation, as their interests may appear. We accept this proposal under the terms and conditions as set forth in the HPS Request for Proposals, including all its Appendices and Exhibits, and your proposal dated «QuoteDate». As the successful vendor, you are expected to follow up with planned visits to each eligible HPS member/participant to explain the program and pass along literature. Furthermore, if prices are available through distributors, it will be your responsibility to inform all distributors of the HPS pricing prior to the effective date of this Master Group Agreement. It will also be your responsibility to notify distributors of any future price changes in a like manner.

REPORTS TO HPS:

As per your response to item #19 on the Terms and Conditions sheet on your proposal, we will expect to receive your first dollar volume electronic report by participating institution to the HPS Office on or before «DVDueDate», via XLS or TXT file format. Also, you are responsible for dollar volume reports whether purchases are made via a distributor or direct.

You agree to pay HPS a recording fee equal to one tenth of one percent (.1%) of Total Sales, due thirty (30) days after each quarter or month (depending on how you report). For purposes of this Master Group Agreement, "Total Sales" means your gross sales to our members and participants (or to member's or participant's representatives including affiliates, subsidiaries, subcontractors, contractors, agents or other representatives) net of any discounts and return credits within the same reporting period. Any recording fee paid after the effective date of this Master Group Agreement is final, and not subject to be offset, nor will future adjustments be made for returns of vendor product purchases made by HPS members/participants. HPS will allocate recording fees between HPS LLC (for tax-exempt, nonprofit member activity) and HPS MI, Inc. (for taxable, for-profit participant activity), as appropriate.

Any payment due hereunder must be submitted with the corresponding electronic statistical dollar volume report. Should you be unable to meet this commitment for any reason, you must pay interest on the outstanding amount, accruing on a daily basis from and after the due date until any outstanding amount has been paid in full, at a rate equal to the prime rate of interest announced by Comerica Bank, Grand Rapids, MI, plus two percent (2%).

Payment for recording fee payment to HPS can be made by electronic funds transfer (EFT). Call the HPS accounting department at 269-795-3308 for details regarding EFT payment information. An alternative payment method is by check made payable to HPS and mailed to 3275 N. M37 Hwy., P.O. Box 247, Middleville, MI 49333-0247.

Please provide HPS with an electronic version of all applicable agreement information including price list, commitment form, etc. in either Microsoft Word or Microsoft Excel.

AVAILABILITY: You guarantee availability of «Proddesc» for duration of this Master Group Agreement.

The initial term of this Master Group Agreement is two (2) years, commencing on the date stated on the contract summary sheet that we will provide for your signature. We have the option to extend the term for up to two (2) additional periods of two (2) years each, by written notice to you before expiration of the then-current term.

Any current or future HPS Institution (as defined in the Request for Proposals) may make purchases under this Master Group Agreement upon entering into an Individual Member/Participant Agreement with you referencing this Master Group Agreement, as more fully described in the Request for Proposals. This Master Group Agreement may be terminated by us by giving 60 days written notice of such termination to you. Except as otherwise provided below, termination of this Master Group Agreement will constitute termination of all Individual Member/Participant Agreements executed by and between you and any participating HPS Institution pursuant to this Master Group Agreement. Any participating HPS institution also may terminate its participation under this Master Group Agreement and any Individual Member/Participant Agreement by giving you 60 days written notice of such termination. If this Master Group Agreement is terminated by HPS, a participating HPS institution may elect to continue its existing Individual Agreement with you pursuant to the existing terms and conditions of the Individual Agreement. If a participating HPS institution elects to continue its Individual Agreement with you, the participating HPS institution will notify you in writing of this election within 30 days of the termination of this Master Group Agreement and the Individual Member Agreements by HPS.

Your agreement with HPS includes this Master Group Agreement, the Request for Proposals, the Appendices, Exhibits, and other documents identified in the Request for Proposals, and your proposal, all of which are incorporated into this Master Group Agreement in the order of priority set forth in the Request for Proposals. Your agreement with the foregoing will be indicated by your signing and returning to us a copy of this Master Group Agreement. Please be advised that HPS will not send notice of this Master Group Agreement to our member/participant institutions until a signed copy of this Master Group Agreement copy has been received in our office. Therefore, it is imperative that this document be signed and returned to my attention at your earliest convenience. You may not assign this Master Group Agreement, by operation of law or otherwise, without the prior written consent of HPS.

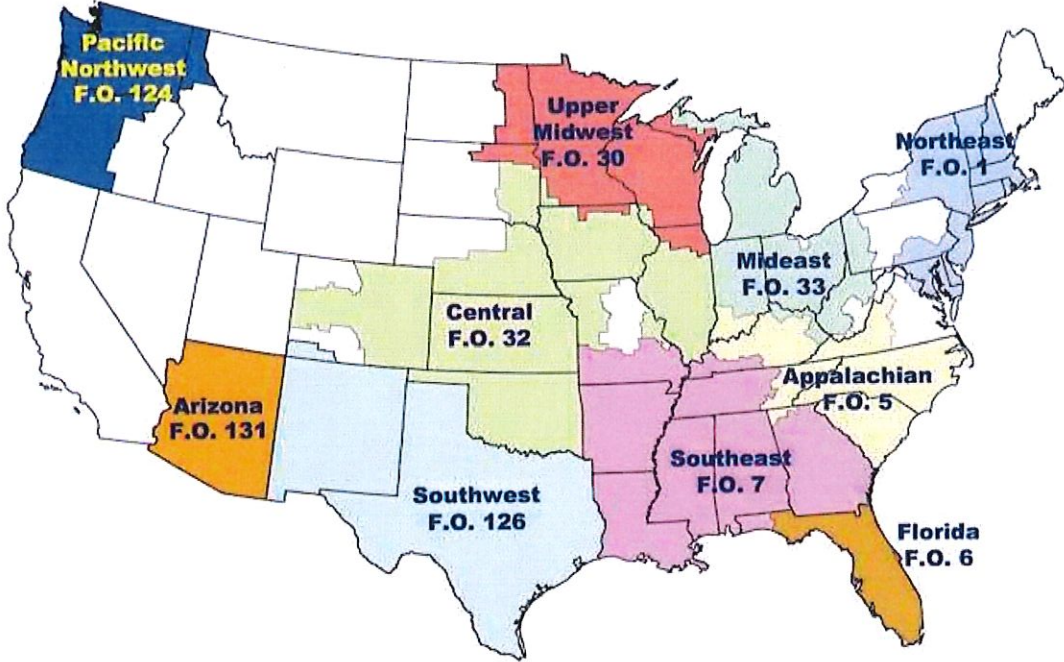
We look forward to a mutually beneficial relationship between your company and our member/participant institutions.

HPS
SIGNATURE: _____
«Analyst»
DATE: _____

AGREED: «Company»
SIGNATURE: _____
NAME & TITLE: _____
DATE: _____

Exhibit D

FEDERAL MILK MARKETING ORDER AREAS



Federal Milk Marketing Orders Map (USDA, AMS)



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED DFA Dairy Brands Fluid, LLC d/b/a T.G. Lee Dairy 315 N. Bumby Ave. Orlando, FL 32803	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insureds:
 DFA Dairy Brands, LLC & Its Subsidiaries
 DFA Dairy Brands Corporate, LLC
 DFA Dairy Brands Fluid, LLC
 DFA Dairy Brands Ice Cream, LLC
 DFA Dairy Brands Transportation, LLC
 DFA Dairy Brands Distributing West, LLC
 DFA Dairy Brands Distributing North, LLC
 DFA Dairy Brands Distributing South, LLC

TX EEI
 Carrier: Illinois Union Insurance Company - NAIC #: 27960
 Policy #: TNS C66948924
 Term: 10/01/2020 - 10/01/2021
 Limits:
 Voluntary Benefits Plan Indemnity
 \$1,000,000 Accident / \$1,000,000 Each Employee Disease
 Excess Employers Liability
 \$1,000,000 Accident / \$1,000,000 Each Employee Disease
 SIR (Combined)
 \$1,000,000

Southwest Coverage Map



- South Florida market covered by TG Lee distributor.