



DATE PROPOSAL SUBMITTED: DFA Dairy Brands March 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:**

<b>A. Request For Proposal Issued</b>	<b>February 17<sup>th</sup>, 2021</b>
<b>B. Deadline for Clarification Requests</b>	<b>March 13<sup>th</sup>, 2021</b>
<b>C. Due Date for RFP Responses</b>	<b>March 31<sup>th</sup>, 2021</b>
<b>D. Virtual Public Bid Opening @ 4:00pm E.S.T.</b>	<b>April 1<sup>st</sup>, 2021</b>
<b>E. Evaluation of Responses</b>	<b>April 1<sup>st</sup>- May 30<sup>th</sup>, 2021</b>
<b>F. Notification of Contract Award on or before</b>	<b>June 1<sup>st</sup>, 2021</b>
<b>G. Contract Start Date</b>	<b>July 1<sup>st</sup>, 2021</b>

**\*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)

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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](mailto: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) , Exhibit C))..25
  - b. Financial Viability.....20
  - c. Regulatory Compliance.....20
  - d. Staffing Efficiency.....20
  - 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:

- A. 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
- B. 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 40U.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.



## **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 - Sharpsville 2. Website: \_\_\_\_\_

3. Address: 1858 Oneida Lane , Sharpsville, PA 16150

4. Main Phone #: 1-888-215-7619 Fax: \_\_\_\_\_

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

6. Company business hours: 7:00 am to 4:30 pm Timezone: eastern

7. Delivery Time: varies

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 30

11. Minimum order: \$250.00

12. Identify the states you service:

Northeast Ohio & Western PA  
 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(one) 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 yourequipment?  Yes  No At no charge?  Yes  No

Define service charge: N/A

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

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: *Gina Kairys*

Printed Name: Gina Kairys

Title: Area Sales Rep

Phone: 330-303-5718 Email: gina.kairys@dfamilk.com

**Dollar Volume Contact - Required**

1. Name: Gina Kairys 2. Title: Area Sales Rep

3. Email: gina.kairys@dfamilk.com 4. Phone: 330-303-5718

5. Address: 1858 Oneida Lane

City: Sharpsville State: Ohio Zip: 16150

6. Subscribe to HPS Bottom Line:

**Main Contact - Required**

1. Name: Gina Kairys 2. Title: Area Sales Rep

3. Email: gina.kairys@dfamilk.com 4. Phone: 330-303-5718

5. Address: 1858 Oneida Lane

City: Sharpsville State: PA Zip: 16150

6. Subscribe to HPS Bottom Line:

**Bid Contact - Required**

1. Name: Gina Kairys 2. Title: Area Sales Rep

3. Email: gina.kairys@dfamilk.com 4. Phone: 330-303-5718

5. Address: 1858 Oneida Lane

City: Sharpsville State: PA Zip: 16150

6. Subscribe to HPS Bottom Line:

**Marketing Contact - Required**

1. Name: Gina Kairys 2. Title: Area Sales Rep

3. Email: gina.kairys@dfamilk.com 4. Phone: 330-303-5718

5. Address: 1858 Oneida Lane

City: Sharpsville State: PA Zip: 16150

6. Subscribe to HPS Bottom Line:

**Additional Contacts -**

Jamie Smith Finance Admin Manager

jamie.smith@dfamilk.com 724-962-8533

1858 Oneida Lane Sharpsville, PA 16150

**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

HPS Milk & Dairy Bid 2021-2022

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Bidder's Name

PR/Award Number or Project Name

Gina Kairys

Area Sales Rep

---

Name and Title of Authorized Representative

*Gina Kairys*

3/25/2021

---

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 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 DFA Dairy Brands		Agreement Number: RFP - Milk & Dairy 3/25/2021	
Address 1858 Oneida Lane			
Printed Name and Title of Submitting Official: Gina Kairys - ASR Foodservice		Signature: <i>Gina Kairys</i>	Date: 3/25/2021

**APPENDIX C**

**DISCLOSURE OF LOBBYING ACTIVITIES**

**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)

<b>1. Type of Federal Action</b> <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 <p align="right">N/A</p>	<b>2. Status of Federal Action</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award <p align="right">N/A</p>	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material changes <b>N/A</b> <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known  <p align="center">N/A</p> Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  <p align="center">N/A</p> Congressional District, if known _____	
<b>6. Federal Department/Agency:</b>  <p align="center">N/A</p>	<b>7. Federal Program Name/Description</b>  <p align="center">N/A</p> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known</b>  <p align="center">N/A</p>	<b>9. Award Amount, if known</b>  <p align="center">N/A</p>	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>  <p align="center">N/A</p>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>  <p align="center">N/A</p>	
<b>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.</b>	Signature: <u><i>Gina Kairys</i></u> Print Name: <u>Gina Kairys</u> Title: <u>Area Sales Rep</u> Telephone No.: <u>1-888-215-7619</u> Date: <u>3/25/2021</u>	
<b>Federal Use Only</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7/97)

**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 under grants.
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 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

By (signature): *Gina Kairys*

Name (printed): Gina Kairys

Title: Area Sales Rep

Date: 3/25/2021

**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.

DFA Dairy Brands  
\_\_\_\_\_  
Name of Company

Gina Kairys  
\_\_\_\_\_  
Name and Title of Authorized Representative

*Gina Kairys*  
\_\_\_\_\_  
Signature

3/25/2021  
\_\_\_\_\_  
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: DFA Dairy Brands 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.)

N/A

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

Print name of bidder: Gina Kairys Signature: Gina Kairys
Name of Company: DFA Dairy Brands City: Sharpsville State: PA

\*\*\*\*\*

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

## 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.

Our pricing is based on following monthly Federal Marketing Milk Order No 33 Change

2. (Max 4 Points) What bench marketing did your company use to determine the HPS Member price?

Cost of Production  
Logistics to delivery of products to each location

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.

N/A

4. (Max 2 Points) What is the price protection period for this contract?

Our pricing is based on following monthly Federal Marketing Milk Order No 33 Change

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.

We require at least a \$250.00 minimum per delivery.

6. (Max 2 Points) Specifically describe how your offerings will have a positive financial impact on our Members' organizations.

We strive to provide the best possible price guarantee with the information provided on the bid

7. (Max 2 Points) Financially speaking, is your offering to HPS Members stronger than to other groups?

Explain either way.

We value all customers equally, and strive to provide the best price, quality, and service.

8. (Max 2 Points) Explain your shipping terms.

Deliveries are based on customer needs, minimums, and logistics schedule.

## 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?

We are regulated by the FDA and inspected on a regular basis. We comply with all rules and regulations for safety and quality control.

2. (Max 4 Points) How does your product or service adhere to industry standards?

We meet and exceed dairy industry in terms of regulatory compliance through strict and effective Food Safety and Quality policies and specification metrics that are designed to stand up to the most rigorous competitor standards.

3. (Max 4 Points) Describe how your company helps the HPS Member improve their policy or procedures in your product or service line.

DFA Dairy Brands will follow industry guidelines

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.

N/A

5. (Max 4 Points) Describe how your product or service helps promote industry's best Practices in the HPS Members facility.

N/A

### **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.

DFA Dairy Brands and our partner distributor deliver the products to the customer and will drop it off in a designated area if required

2. (Max 5 Points) Describe how your product or service optimizes organizational efficiency of the HPS Member.

DFA Dairy Brands pricing follows guidelines, deliveries are provided in the most efficient method possible

3. (Max 5 Points) Describe how HPS Members will place orders for your products/services.

We have several options HPS Members can contact customer service place it with an agent or the agent can contact the customer to place the order. Another option the customer can send it via e-mail or submit it on the web.  
If it is a Healthcare we have all the same options above but if the facility has capabilities we can offer EDI

4. (Max 5 Points) Describe your organization's ongoing education and/or training opportunities to promote continuous improvement for your products/services.

If any education or training is needed on our products we can provide it at that time.

## 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.

Our company has proven outcomes through the quality of product that we produce. We only accept the highest grade and quality raw milk from industry farmers that is tested and certified to exceed general regulatory requirements and is then processed to further meet these standards.

2. (Max 4 Points) How does your product or service meet or exceed to industry quality standards?

Our products meets or exceeds industry standards as evident by our certifications through Safe Quality Foods (SQF) audits in both Food Safety and Food Quality audit components. This is an accredited third-party GFSI certified auditing agency and we would be happy to supply audit certifications as proof of quality.

3. (Max 2 Points) Explain the strengths of your company's brand recognition.

Our TruMoo Brand Milk is a recognizable brand across the industry

4. (Max 2 Points) Outline your organizations plan for marketing to HPS Members.

N/A

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 offer the following 1%,2% Whole & Skim White Gallon milk 1% Chocolate Gallon milk  
1%,2%,Skim,Whole & Lactose White milk half gallons 1%&Whole Chocolate milk half gallon ,  
1%,2%,Skim White &Chocolate half pint milk Skim,Strawberry&Chocolate White half pint milk, sour cream, 1% & 4% cottage cheese, buttermilk,  
36% & 40% heavy whipping cream, half n half, Gallon OJ, Gallon Tea, Gallon fruit drinks ice cream mix and variety of 14oz Chug Milk

### Medical Associate (doctor's offices, labs, etc.)

### Senior Living (skilled nursing, assisted living, independent living facilities)

We offer the following 1%,2% Whole&Skim White Gallon milk 1% Chocolate Gallon milk  
1%,2%,Skim,Whole&Lactose White milk half gallons 1%&Whole Chocolate milk half gallon and 1% Strawberry milk half gallon,  
1%,2%,Skim White &Chocolate half pint milk Skim,Strawberry&Chocolate White half pint milk, sour cream, 1% & 4% cottage cheese, buttermilk,  
36%& 40% heavy whipping cream, half n half, Gallon OJ, Gallon Tea, Gallon fruit drinks, ice cream mix and variety of 14oz Chug Milk

## Education (public and private primary K-12 schools, colleges and universities)

We offer the following 1%,2% Whole&Skim White Gallon milk 1% Chocolate Gallon milk, dispenser bags of milk (different flavors)  
1%,2%,Skim,Whole&Lactose White milk half gallons 1%&Whole Chocolate milk half gallon and 1% Strawberry milk half gallon,  
1%,2%,Skim White &Chocolate half pint milk Skim,Strawberry&Chocolate White half pint milk, sour cream, 1% & 4% cottage cheese, buttermilk,  
36%& 40% heavy whipping cream, half n half, Gallon OJ, Gallon Tea, Gallon fruit drinks, ice cream mix and variety of 14oz Chug Milk

## Associate (camps, senior meal programs, municipalities, jails, etc.)

We offer the following 1%,2% Whole&Skim White Gallon milk 1% Chocolate Gallon milk , dispenser bags of milk (different flavors)  
1%,2%,Skim,Whole&Lactose White milk half gallons 1%&Whole Chocolate milk half gallon and 1% Strawberry milk half gallon,  
1%,2%,Skim White &Chocolate half pint milk Skim,Strawberry&Chocolate White half pint milk, sour cream, 1%&2% cottage cheese, buttermilk,  
36%& 40% heavy whipping cream, half n half, Gallon OJ, Gallon Tea, Gallon fruit drinks, ice cream mix and variety of 14oz Chug Mi



## HPS

### Complete Active Membership List

Member Name	Classification	City	State	Zip
4-H Camp Clifton, Inc.	Associate - Camps/Conf Ctr	Yellow Springs	OH	45387
4-H Camp Ohio	Associate - Camps/Conf Ctr	Saint Louisville	OH	43071
4-H Camp Palmer	Associate - Camps/Conf Ctr	Fayette	OH	43521
700 Commerce	Associate - Business and Industry	Oakbrook	IL	60523
A Kid's Place	Associate - Community Services	Brandon	FL	33511
A-C Central CUSD #262	Education - Primary/K12	Ashland	IL	62612
Abbey Park at Mill River	Senior Living - Independent/Assisted Living	New Hudson	MI	48165
Abbey Park, L.L.C.	Senior Living - Independent/Assisted Living	Grand Blanc	MI	48439
Abundant Life Christian School	Education - Primary/K12	Madison	WI	53716
Academy for Business/Technology HS	Education - Primary/K12	Melvindale	MI	48122
Academy for Individual Excellence	Education - Primary/K12	Louisville	KY	40299
Acelero Learning - Capitol Drive	Associate - Headstart/Day Care	Milwaukee	WI	53222
Acelero Learning - Cudahay	Associate - Headstart/Day Care	Cudahay	WI	53110
Acelero Learning - Racine	Associate - Headstart/Day Care	Racine	WI	53404
Active Senior Living Residence	Senior Living - Independent/Assisted Living	Tamarac	FL	33351
Ada Christian School	Education - Primary/K12	Ada	MI	49301
Adair County Board of Education	Education - Primary/K12	Columbia	KY	42728
Adams Central Community Schools	Education - Primary/K12	Monroe	IN	46772
Adams Memorial Hospital	Medical - Hospital	Decatur	IN	46733
Adams Township School District	Education - Primary/K12	Painesdale	MI	49955
Addison Community Schools	Education - Primary/K12	Addison	MI	49220
Addison Pointe Health & Rehab Ctr. (TLC)	Senior Living - CCRC/Skilled	Chesterton	IN	46304
ADRC of Door County	Associate - COA/Senior Feeding	Sturgeon Bay	WI	54235
Adrian Public Schools	Education - Primary/K12	Adrian	MI	49221
Advanced Specialty Hospitals of Toledo	Medical - Hospital	Toledo	OH	43614
Adventure Camp BSA	Associate - Camps/Conf Ctr	Rochelle	IL	61068
Adventures Learning Centers - Caledonia	Associate - Headstart/Day Care	Caledonia	MI	49316
Adventures Learning Centers - Kentwood	Associate - Headstart/Day Care	Kentwood	MI	49512
Adventures Learning Centers - Portage	Associate - Headstart/Day Care	Portage	MI	49002
Affordable Housing Alliance	Associate - Community Services	Midland	MI	48640
Agape Home	Senior Living - Independent/Assisted Living	Muskegon	MI	49444
Age Well Services of West Michigan	Associate - COA/Senior Feeding	Muskegon	MI	49444
Agudath Israel of Illinois - Kiwi Kids	Associate - Community Services	Chicago	IL	60659
Airport Community Schools	Education - Primary/K12	Carleton	MI	48117
Akron-Fairgrove Schools	Education - Primary/K12	Fairgrove	MI	48733
Alamo City School District	Education - Primary/K12	Alamo	TN	38001
Alamo Nursing Home	Senior Living - CCRC/Skilled	Kalamazoo	MI	49009
Alba Public School	Education - Primary/K12	Alba	MI	49611
Albany Health & Rehab Center (TLC)	Senior Living - CCRC/Skilled	Albany	IN	47320
Alcoa City Schools	Education - Primary/K12	Alcoa	TN	37701



## HPS

### Complete Active Membership List

Member Name	Classification	City	State	Zip
American House - Charlevoix	Senior Living - Independent/Assisted Living	Charlevoix	MI	49720
American House - Petoskey	Senior Living - Independent/Assisted Living	Petoskey	MI	49770
American House - Southgate	Senior Living - Independent/Assisted Living	Southgate	MI	48195
American House Baldwin House	Senior Living - Independent/Assisted Living	Birmingham	MI	48009
American House Bluewater Bay	Senior Living - Independent/Assisted Living	Niceville	FL	32578
American House Bonita Springs	Senior Living - Independent/Assisted Living	Bonita Springs	FL	34135
American House Brownstown	Senior Living - Independent/Assisted Living	Brownstown	MI	48183
American House Carpenter	Senior Living - Independent/Assisted Living	Ypsilanti	MI	48197
American House Cedar Lake	Senior Living - Independent/Assisted Living	Plainfield	IL	60544
American House Coconut Point	Senior Living - Independent/Assisted Living	Estero	FL	34135
American House Dearborn Heights	Senior Living - Independent/Assisted Living	Dearborn Heights	MI	48127
American House East I	Senior Living - Independent/Assisted Living	Roseville	MI	48066
American House East II	Senior Living - Independent/Assisted Living	Roseville	MI	48066
American House Elmwood	Senior Living - Independent/Assisted Living	Rochester Hills	MI	48309
American House Farmington Hills	Senior Living - Independent/Assisted Living	Farmington Hills	MI	48336
American House Flint	Senior Living - Independent/Assisted Living	Flint	MI	48504
American House Fort Myers	Senior Living - Independent/Assisted Living	Fort Myers	FL	33912
American House Grand Blanc	Senior Living - Independent/Assisted Living	Grand Blanc	MI	48439
American House Grand Rapids	Senior Living - Independent/Assisted Living	Grand Rapids	MI	49507
American House Grosse Pointe of Cottage	Senior Living - Independent/Assisted Living	Grosse Pointe Farms	MI	48236
American House Hazel Park	Senior Living - Independent/Assisted Living	Hazel Park	MI	48030
American House Keene	Senior Living - Independent/Assisted Living	Keene	NH	03431
American House Lakeside I	Senior Living - Independent/Assisted Living	Clinton Township	MI	48038
American House Lakeside II	Senior Living - Independent/Assisted Living	Clinton Township	MI	48038
American House Livonia	Senior Living - Independent/Assisted Living	Livonia	MI	48150
American House Lloyds Bayou	Senior Living - Independent/Assisted Living	Spring Lake	MI	49456
American House Macedonia	Senior Living - Independent/Assisted Living	Macedonia	OH	44056
American House Milford	Senior Living - Independent/Assisted Living	Milford	MI	48381
American House Oakland	Senior Living - Independent/Assisted Living	Pontiac	MI	48340
American House of Holland	Senior Living - Independent/Assisted Living	Holland	MI	49424
American House of Jenison	Senior Living - Independent/Assisted Living	Jenison	MI	49428
American House of Kentwood	Senior Living - Independent/Assisted Living	Kentwood	MI	49508
American House of Spring Lake	Senior Living - Independent/Assisted Living	Spring Lake	MI	49456
American House Orland Park	Senior Living - Independent/Assisted Living	Orland Park	IL	60462
American House Park Place	Senior Living - Independent/Assisted Living	Warren	MI	48092
American House Poinciana Gardens	Senior Living - Independent/Assisted Living	Key West	FL	33040
American House Regent Street	Senior Living - Independent/Assisted Living	West Bloomfield	MI	48323
American House Riverview	Senior Living - Independent/Assisted Living	Riverview	MI	48193
American House Sr. Living Communities	Senior Living - Independent/Assisted Living	Southfield	MI	48076
American House Sterling Heights	Senior Living - Independent/Assisted Living	Sterling Heights	MI	48312

# Exhibit C

25 Points Possible  
 Proposal of Material - Bid List  
 Milk & Dairy/ Related Products - Healthcare  
 Proposal of Material for Comparison Purposes Volume is estimate for all HPS separated in case vendor wants to offer different prices to the two segments

Volume	HPS Description	HPS Pack Size	Vendor Item Code	Vendor Description	Vendor Pack Size	Vendor Brand	Or Equal	HPS Full Service Each Price	HPS Self Service Each Price
15,508	Whole Milk	Quart	63949	whole milk	16	Dairy Pure		1.3995	1.3995
34,590	2% Milk	Quart	63948	2% milk	16	Dairy Pure		1.4077	1.4077
10,825	Skim Milk	Quart	63947	Skim milk	16	Dairy Pure		1.4225	1.4225
21,508	Whole Chocolate Milk	Quart	50870	Whole chocolate	16	TruMoo		1.4554	1.4554
1,000	Buttermilk 1%	Quart	37813	Buttermilk 1%	16	Dairy Pure		1.4849	1.4849
18,184	Half & Half ESL	Quart	58698	half & half ESL	16	Dairy Pure		2.8277	2.8277
5,464	Whip Cream 36% ESL	Quart	58713	heavy whip cream	16	Dairy Pure		5.7780	5.7780
2,544	Whole Milk	14 oz	64338	whole milk	20	Dairy Pure		1.000	1.000
159,272	2% Milk	14 oz	64341	2% milk	20	Dairy Pure		1.000	1.000
28,794	Whole Chocolate Milk	14 oz	54814	whole chocolate	20	TruMoo		1.000	1.000
165,348	1% Chocolate Milk	14 oz	54813	1% chocolate	20	TruMoo		1.000	1.000
2,000	Half & Half ESL	14 oz							
	Plastic								
452,846	Whole Milk	Half Pint							
1,459,894	2% Milk	Half Pint							
603,340	Skim Milk	Half Pint							
5,583,282	1% Milk	Half Pint							
199,744	Fat Free Chocolate	Half Pint							
366	Fat Free Strawberry Milk	Half Pint							
35,196	Lactose Free Skim ESL	Half Pint							
3,250	Whip Cream 36% ESL	Half Pint							
	Carton								
452,846	Whole Milk	Half Pint	51940	whole white	50	Dairy Pure		0.2788	0.2788
1,459,894	2% Milk	Half Pint	51946	2% white	50	Dairy Pure		0.2675	0.2675
603,340	Skim Milk	Half Pint	51943	skim white	50	Dairy Pure		0.2478	0.2478
5,583,282	1% Milk	Half Pint	52266	1% white	50	Dairy Pure		0.2673	0.2673
199,744	Fat Free Chocolate	Half Pint	45837	fat free chocolate	50	TruMoo		0.2591	0.2591
366	Fat Free Strawberry Milk	Half Pint	46073	fat free strawberry	50	TruMoo		0.2615	0.2615
35,196	Lactose Free Skim ESL	Half Pint	57001	lactose free	12	Lactaid		0.5800	0.5800
3,250	Whip Cream 36% ESL	Half Pint	57450	whip cream	12	Deans		0.8843	0.8843
30,032	Whole Milk	Half Gallon	63942	whole white	9	Dairy Pure		2.0304	2.0304
114,356	2% Milk	Half Gallon	63940	2% white milk	9	Dairy Pure		2.0406	2.0406
25,096	Skim Milk	Half Gallon	63941	skim white milk	9	Dairy Pure		1.9731	1.9731
52,800	1% Milk	Half Gallon	63939	1% white milk	9	TruMoo		2.0504	2.0504
63,558	Whole Chocolate Milk	Half Gallon	50362	whole chocolate	9	TruMoo		2.8277	2.8277
1,422	Buttermilk 1%	Half Gallon	13985	Buttermilk	9	Deans		2.0223	2.0223
500	Lactose Free Whole ESL	Half Gallon	56742	whole lactose	6	Lactaid		3.4178	3.4178
1,084	Lactose Free 2% ESL	Half Gallon	56743	2% Lactose	6	Lactaid		3.4178	3.4178
12,262	Half & Half Fresh	Half Gallon							
1,000	Orange Juice 100% from Conc	Half Gallon							
1,000	Almond Milk Orig	Half Gallon	56583	Orange Juice	9	Deans		2.6463	2.6463
24,740	Whole Milk	Gallon	63934	Whole white milk	4	Dairy pure		4.2191	4.2191
53,298	2% Milk	Gallon	63933	2% white milk	4	Dairy pure		4.0869	4.0869



# Exhibit C

25 Points Possible  
 Proposal of Material - Bid List  
 Milk & Dairy/ Related Products - Schools - Non Healthcare  
 Volume is estimate for all HPS separated in case vendor wants to offer different prices to the two segments

Volume	HPS Description	HPS Pack Size	Vendor Item Code	Vendor Description	Vendor Pack Size	Vendor Brand	Or Equal	HPS Full Service Each Price	HPS Self Service Each Price
15,508	Whole Milk	Quart	63948	whole milk	16	Dairy Pure		1,3995	1,3995
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10,625	Skim Milk	Quart	63947	Skim milk	16	Dairy Pure		1,4225	1,4225
21,508	Whole Chocolate Milk	Quart	50870	Whole chocolate	16	TruMoo		1,4554	1,4554
1,000	Buttermilk 1%	Quart	37813	Buttermilk 1%	16	Dairy Pure		1,4849	1,4849
18,184	Half & Half ESL	Quart	56698	half & half ESL	16	Dairy Pure		2,8277	2,8277
5,464	Whip Cream 36% ESL	Quart	58713	heavy whip cream	16	Dairy Pure		5,7780	5,7780
2,544	Whole Milk	14 oz	64338	whole milk	20	Dairy Pure		1,000	1,000
159,272	2% Milk	14 oz	64341	2% milk	20	Dairy Pure		1,000	1,000
28,794	Whole Chocolate Milk	14 oz	54814	whole chocolate	20	TruMoo		1,000	1,000
165,348	1% Chocolate Milk	14 oz	54813	1% chocolate	20	TruMoo		1,000	1,000
2,000	Half & Half ESL	14 oz							
<b>Plastic</b>									
452,846	Whole Milk	Half Pint							
1,459,894	2% Milk	Half Pint							
603,340	Skim Milk	Half Pint							
5,583,282	1% Milk	Half Pint							
199,744	Fat Free Chocolate	Half Pint							
366	Fat Free Strawberry Milk	Half Pint							
35,196	Lactose Free Skim ESL	Half Pint							
3,250	Whip Cream 36% ESL	Half Pint							
<b>Carton</b>									
452,846	Whole Milk	Half Pint	51940	whole white	50	Dairy Pure		0,2788	0,2788
1,459,894	2% Milk	Half Pint	51946	2% white	50	Dairy Pure		0,2577	0,2577
603,340	Skim Milk	Half Pint	51943	skim white	50	Dairy Pure		0,2228	0,2228
5,583,282	1% Milk	Half Pint	52266	1% white	50	Dairy Pure		0,2305	0,2305
199,744	Fat Free Chocolate	Half Pint	48837	fat free chocolate	50	TruMoo		0,2372	0,2372
366	Fat Free Strawberry Milk	Half Pint	48073	fat free strawberry	50	TruMoo		0,2390	0,2390
35,196	Lactose Free Skim ESL	Half Pint	57001	lactose free	12	Lactaid		0,5500	0,5500
3,250	Whip Cream 36% ESL	Half Pint	57450	whip cream	12	Deans		0,8843	0,8843
30,032	Whole Milk	Half Gallon	63942	whole white	9	Dairy Pure		2,0304	2,0304
114,356	2% Milk	Half Gallon	63940	2% white milk	9	Dairy Pure		2,0406	2,0406
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1,084	Lactose Free 2% ESL	Half Gallon	56743	2% Lactose	6	Lactaid		3,4178	3,4178
12,262	Half & Half Fresh	Half Gallon							
1,000	Orange Juice 100% from Conc	Half Gallon							
1,000	Almond Milk Orig	Half Gallon	56583	Orange Juice	9	Deans		2,6463	2,6463
24,740	Whole Milk	Gallon	63934	Whole white milk	4	Dairy pure		4,2191	4,2191
53,298	2% Milk	Gallon	63933	2% white milk	4	Dairy pure		4,0859	4,0859





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.

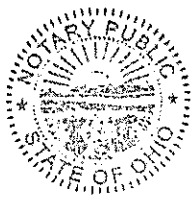
Contractor also understands that a breach of ethical standards could result in civil or criminal sanctions and/or debarment or suspension from being a seller, contractor or subcontractor under metropolitan government contracts.

Print name of bidder: Gina Kairys Signature: [Handwritten Signature]

Name of Company: DFA Dairy Brands City: Sharpsville State: PA

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

Notary Public [Handwritten Signature]  
My commission expires: 8-13-2024



DANTE DeSIGNORE  
Notary Public, State of Ohio  
My Comm. Expires 08/13/2024  
Recorded in Mahoning County

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.)

N/A

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

Print name of bidder: Gina Kairys Signature: [Signature]
Name of Company: DFA Dairy Brands City: Sharpsville State: PA

\*\*\*\*\*

NOTARY: State of Ohio County of Columbiana

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

23rd Day of March, 2021.

Notary Public [Signature]
My commission expires: 8-13-2024



DANTE DeSIGNORE
Notary Public, State of Ohio
My Comm. Expires 08/13/2024
Recorded in Mahoning County

Seal

