

Toft Dairy, Inc.



DATE PROPOSAL SUBMITTED: \_\_\_\_\_

3/22/2021

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](mailto:ccostanza@hpsgpo.com). A party may specify a different address by notice given in accordance with the terms of this Section.
12. **Biosecurity:** The Awarded Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the U.S. Department of Health and Human Services, Food and Drug Administration, and under the USDA, Food Safety and Inspection Service.
13. **Emergency Purchases:** Notwithstanding any other provision of this RFP, the HPS Institutions may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if an emergency exists that will not permit a delay resulting from competitive solicitation. Emergency procurements will be made with such level of competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.
14. **Incorporation of Documents:** The provisions of this RFP (including without limitation these General Conditions and all appendices and exhibits, all of which are incorporated into this RFP by reference), the attached Terms and Conditions Informational Sheet, and the successful vendor's proposal will be considered part of the Master Group Agreement entered into between HPS and the successful vendor, if any. In case of any conflict or inconsistency among the foregoing, the Master Group Agreement will control, followed by the provisions of this RFP, the Terms and Conditions Informational Sheet, and then the successful vendor's proposal, in descending order of priority.
15. **Governing Law:** This Request for Proposal, the Master Group Agreement, and any Individual Member/Participant Agreement will be construed and enforced in accordance with the laws of the State of Michigan, without regard to conflict of law principles.
16. **No Assignment:** The Master Group Agreement may not be assigned by the successful vendor without the prior written consent of HPS.

**E. DIRECTIONS FOR SUBMISSION OF PROPOSAL.**

1. **General**

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

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

3. **Signatures.** In making a proposal, each responding vendor must sign the RFP immediately below. By signing the RFP, the responding vendor acknowledges having read the RFP and all its attachments, exhibits and appendices and agrees to be bound by their terms. Responding vendors may also need to provide and submit supplementary material as requested by HPS. In addition to the foregoing, each responding vendor must **complete and sign all forms attached as Appendix A (Certification Regarding Debarment, etc.); Appendix B (Certification Regarding Lobbying); if applicable, Appendix C (Disclosure of Lobbying Activities); Appendix D (Non Collusion Affidavit); Appendix E (E-Verify Affidavit); and for the Michigan contract only, Appendix F (Certificate of Compliance – Michigan Act 517 of 2012) Appendix G Ethical Standards Affidavit Appendix H Conflict of Interest Affidavit and Appendix I – HPS Value Component Questions and return them with the RFP.** If there are any questions, please contact Christina Costanza at (269) 795-3308

AUTHORIZED SIGNATURE: Logan C. Meister  
NAME: Logan C. Meister  
TITLE: Assistant Vice President  
COMPANY: Toft Dairy, Inc.  
ADDRESS: 3717 Venice Rd Sandusky, OH 44870  
PHONE: (567) 998-3198  
E-MAIL: Logan@toftdairy.com  
DATE: 3/22/2021

## **APPENDICES**

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

## **EXHIBITS**

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

# TERMS & CONDITIONS

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

Date:

1. Company Name: Toft Dairy, Inc. 2. Website: www.toftdairy.com
3. Address: 3717 Venice Rd Sandusky, OH 44870
4. Main Phone #: (800) 521-4606 Fax: (419) 621-2010
5. Send orders to email: sue@toftdairy.com (Name/Department) Via:  Email  Fax  Phone  Online (All options Available)
6. Company business hours: Monday - Friday 8:00am - 4:30pm Timezone: Eastern
7. Delivery Time: Different for each HPS Member Location
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 14 Days
11. Minimum order: \$100.00 / Delivery, can be a combination of milk, juice, water, fruit drinks, ice cream, etc.
12. Identify the states you service:
- |    |    |    |    |    |    |    |    |    |    |    |    |  |    |    |  |    |    |    |    |    |    |    |                                    |
|----|----|----|----|----|----|----|----|----|----|----|----|--|----|----|--|----|----|----|----|----|----|----|------------------------------------|
| AL | AR | DE | FL | GA | IL | IN | IA | KS | KY | LA | MD | <input checked="" type="checkbox"/> MN | MO | NC | <input checked="" type="checkbox"/> OH | OK | PA | SC | TN | TX | WI | WV | <input type="checkbox"/> Entire US |
|----|----|----|----|----|----|----|----|----|----|----|----|--|----|----|--|----|----|----|----|----|----|----|------------------------------------|
13. Price protection for 0 years. → Pricing changes monthly based on our Escalator Example.
14. Please check all HPS member segments that your products and or services apply to:
- Medical  Senior Living  Education  Medical Associates  Associates
15. Please complete the following where applicable:
- a. Do you provide service to your equipment?  Yes  No At no charge?  Yes  No  
Define service charge: NA
- b. Do you offer emergency service?  Yes  No If yes indicate hours of emergency service: calls for emergency service will be completed in 24 hours or less.
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: Logan C. Meister
- Printed Name: Logan C Meister
- Title: Assistant Vice President
- Phone: (567) 998-3198 Email: Logan@Toftdairy.com

**Dollar Volume Contact - Required**

1. Name: Logan Meisler 2. Title: Assistant vice President  
3. Email: Logan@Toftdairy.com 4. Phone: (567) 998-3198  
5. Address: 3717 Venice Rd  
City: Sandusky State: Ohio Zip: 44870  
6. Subscribe to HPS Bottom Line:

**Main Contact - Required**

1. Name: Chuck Meisler 2. Title: President  
3. Email: chuck@Toftdairy.com 4. Phone: (419) 625-4376 ext. 106  
5. Address: 3717 Venice Rd  
City: Sandusky State: Ohio Zip: 44870  
6. Subscribe to HPS Bottom Line:

**Bid Contact - Required**

1. Name: Logan Meisler 2. Title: Assistant Vice President  
3. Email: Logan@Toftdairy.com 4. Phone: (567) 998-3198  
5. Address: 3717 Venice Rd  
City: Sandusky State: Ohio Zip: 44870  
6. Subscribe to HPS Bottom Line:

**Marketing Contact - Required**

1. Name: Morgan Miller 2. Title: Director of Marketing  
3. Email: Morgan@Toftdairy.com 4. Phone: (567) 998-3233  
5. Address: 3717 Venice Rd  
City: Sandusky State: Ohio Zip: 44870  
6. Subscribe to HPS Bottom Line:

**Additional Contacts -**

Rebecca Schatzinger - Food safety + Quality Manager - Becca@Toftdairy.com  
Sue Dole - office Manager - sue@Toftdairy.com

**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.

<u>Toft Dairy, Inc.</u>	
Bidder's Name	PR/Award Number or Project Name
<u>Logan C. Meisler - Assistant Vice President</u>	
Name and Title of Authorized Representative	
<u>Logan C. Meisler</u>	<u>3/22/2021</u>
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 <i>Toft Dairy, Inc.</i>	Agreement Number:	
Address <i>3717 Venice Rd Sandusky, OH 44870</i>		
Printed Name and Title of Submitting Official: <i>Logan C. Meisler</i>	Signature: <i>Logan C. Meisler</i>	Date: <i>3/22/2021</i>

*Assistant Vice President*

We Do Not Lobby

APPENDIX C

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

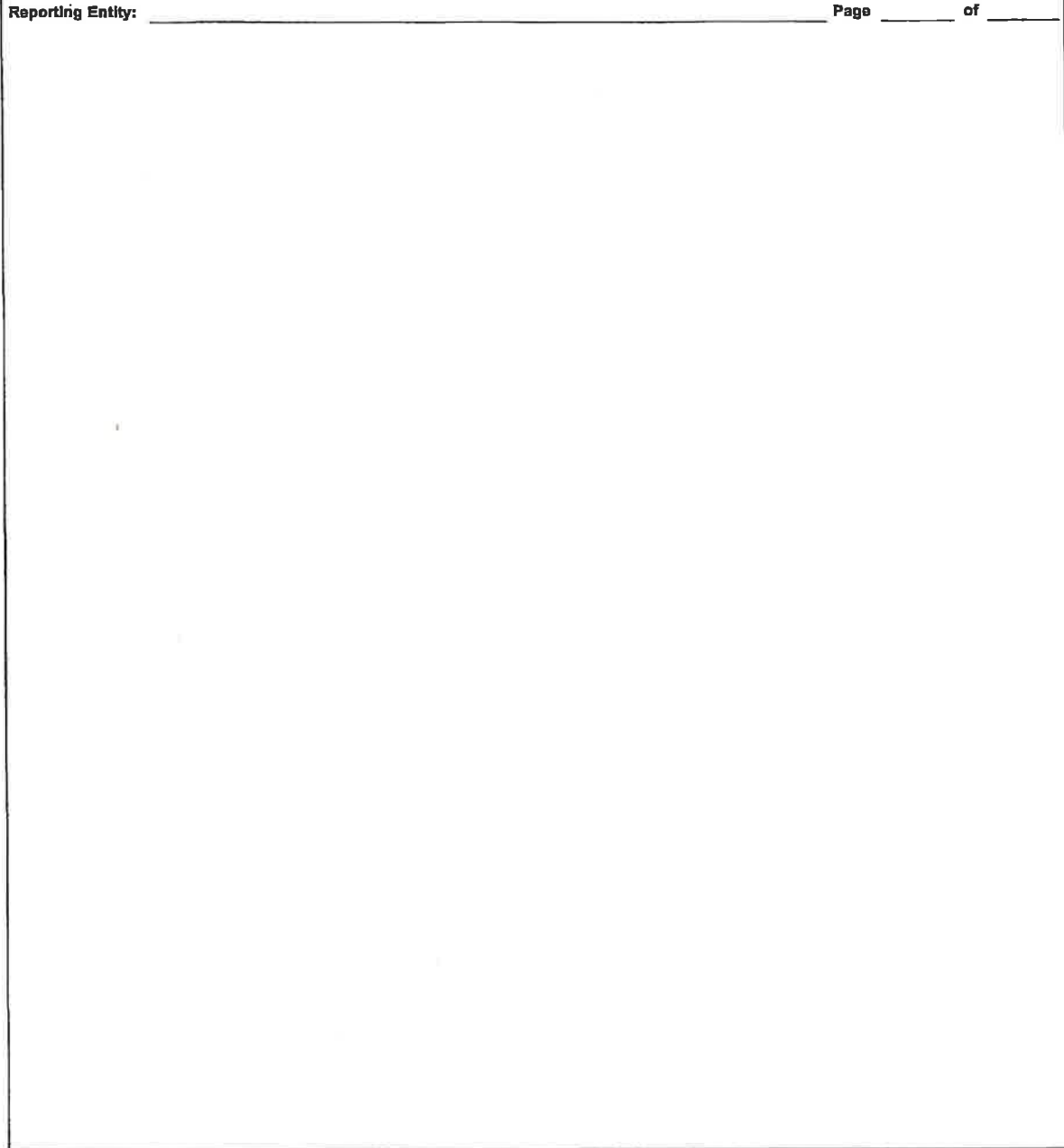
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action</b> <input checked="checked" type="checkbox"/> A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action</b> <input checked="checked" type="checkbox"/> A a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> A a. initial filing b. material changes <b>For Material Change Only:</b> Year: _____ Quarter: _____ Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b> <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Sub-Awardee Tier _____, if known  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known</b>	<b>9. Award Amount, if known</b>	
<b>10. a. Name and Address of Lobbying Entity</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a) (last name, first name, MI):</i>	
<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>Logan C. Meisler</u> Print Name: <u>Logan C Meisler</u> Title: <u>Assistant Vice President</u> Telephone No.: <u>(567) 998-3198</u> Date: <u>3/22/2021</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 \_\_\_\_\_



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

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

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

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

APPENDIX D

NONCOLLUSION AFFIDAVIT

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

Toft Dairy, Inc.  
Name of Firm

Charles M. Meisler  
Signature (Firm)

STATE OF Ohio )  
 ) ss.  
COUNTY OF Erie )

Subscribed and sworn to before me on March 23, 2021, by Charles M Meisler.

Marilyn R Long, Notary Public  
County of Erie, State of Ohio  
My Commission Expires: 03/03/2023  
Acting in the County of Erie

MILYN R. LONG, NOTARY PUBLIC  
State of Ohio  
My Commission Expires 3/3/23

**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 Toft Dairy, Inc.

By (signature): Logan C. Meisler

Name (printed): Logan C. Meisler

Title: Assistant Vice President

Date: 3/22/2021

**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.

Toft Dairy, Inc.

Name of Company

Logan C. Meisler - Assistant Vice President

Name and Title of Authorized Representative

Logan C. Meisler

Signature

3/22/2021

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: Logan C. Meister Signature: Logan C. Meister

Name of Company: Toft Dairy, Inc. City: Sandusky State: Ohio

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 Marilyn R Long

My commission expires: 08/03/2023

MARILYN R. LONG, NOTARY PUBLIC  
State of Ohio  
My Commission Expires 8/3/23

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.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Print name of bidder: Logan C. Meister Signature: Logan C. Meister

Name of Company: Taft Dairy, Inc. City: Sandusky State: Ohio

\*\*\*\*\*

NOTARY: State of County of

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 Marilyn R Long  
My commission expires: 08/03/2023

MARILYN R. LONG, NOTARY PUBLIC  
State of Ohio  
My Commission Expires 8/3/23

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. Prices will change monthly based on our escalator formula (example provided). All prices include full service delivery, our drivers are trained to rotate the dairy products (put new behind old dates). All HPS members receive the same pricing from Toft Dairy.
2. (Max 4 Points) What bench marketing did your company use to determine the HPS Member price? We analyze our competition and their product offerings. We have a great understanding of the market and we make sure our prices are very competitive in all product segments. We meet with Food Service Directors regularly in person or through zoom as a group and we source products that fit within their budget. This also helps our hospital, nursing homes, and other health care customers because they all buy similar products.

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. *EDI capable, EFT Payments Accepted, + short turnaround from order to delivery. Customers can order by 1:00pm the day prior to their assigned Delivery Day. Terms are NET 14.*
4. (Max 2 Points) What is the price protection period for this contract? *Prices will change monthly based on our escalator formula. An example of the escalator is included in the bid packet.*
5. (Max 2 Points) Does your company charge fuel surcharges and/or other delivery charges? (yes no)  
If yes, explain the charges and fee schedule in detail.  
*No, all quoted pricing includes full service delivery. No additional fuel surcharges or delivery charges will be added.*
6. (Max 2 Points) Specifically describe how your offerings will have a positive financial impact on our Members' organizations. *We treat all customers the same, no matter how big or small, HPS Members will all receive the same pricing as long as they can meet the \$100.00 minimum for delivery. This specifically benefits smaller volume members.*
7. (Max 2 Points) Financially speaking, is your offering to HPS Members stronger than to other groups?  
Explain either way. *HPS Members receive our best pricing that we offer for full service delivery. We advise our schools to get on our HPS program when they are HPS members.*
8. (Max 2 Points) Explain your shipping terms. *All prices are quoted as delivered prices. There are no separate fuel or freight charges. HPS Members have NET 14 Day terms for all products purchased from Toff Dairy.*

## 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? *Specifically for schools, we put together an order guide that contains all school approved products. We can provide nutritional information for all of these products so Food Service Directors have all the necessary paperwork for their audits. We have the biggest portfolio of K-12 items out of any dairy in our service area.*
2. (Max 4 Points) How does your product or service adhere to industry standards? *Our plant just received a 99% on our most recent Food Safety 3<sup>rd</sup> Party Audit. We are a Grade A plant and are inspected regularly by the Ohio Department of Agriculture.*

3. (Max 4 Points) Describe how your company helps the HPS Member improve their policy or procedures in your product or service line. *we have a sales rep, Logan Meisler, who has all food service directors and supervisors in an email group. He can communicate with them all on a regular basis to make sure they all are aware of new product information & important updates.*
4. (Max 4 Points) Describe any special programs that your organization offers that will improve HPS Members' ability to properly and efficiently use your products/services. *we have a very extensive K-12 product line that we are always looking to grow through communication with our Food Service Directors. If they want us to bring in new items we listen to their needs and source new products for them. currently we are offering milk, yogurt, dairy, bakery, ice cream, juice boxes, orange juice, nutrition bars, soft pretzels & much more in our K-12 program.*
5. (Max 4 Points) Describe how your product or service helps promote industry's best Practices in the HPS Members facility. *During COVID-19 we adapted quickly and brought in a bakery line (Bake Crafters) & Juice Boxes. The bakery items are all individually wrapped & were perfect for schools that sent meals home or sent breakfast to classrooms.*

### 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. *our trucks are combination trucks. we are able to deliver all of our product offerings on the same delivery. This makes ordering and receiving very easy for the Member's staff. This helps reduce their labor costs by not having a bunch of trucks coming in on different days.*
  2. (Max 5 Points) Describe how your product or service optimizes organizational efficiency of the HPS Member. *our school order guide (included) in the bid packet shows fruit, grain, vegetable, and meat equivalencies for each item. This is a quick reference/reminder for staff members as they build their breakfast & lunch menus. We also make full meal recommendations using our K-12 items to also help with efficiency.*
  3. (Max 5 Points) Describe how HPS Members will place orders for your products/services.
    - we offer online ordering → new upgrade coming Mid April 2021 as well
    - Email: [SUE@toftdairy.com](mailto:SUE@toftdairy.com)
    - Phone: 419-625-4376 / 800-521-4606
    - Fax: 419-621-2010
- \* orders only need to be placed the day before delivery by 1:00 pm. very efficient.

4. (Max 5 Points) Describe your organization's ongoing education and/or training opportunities to promote continuous improvement for your products/services. Our sales rep, Logan Meisler, schedules virtual meetings with area food service directors, we get feedback on our product + services, feedback on products schools are looking to source, and

**Value Component #4** inform them of any important product updates. very efficient to meet with everyone at once + they learn things from each other on the call.  
**Client Participation/Engagement/Satisfaction - 15 Points:** Our contracts must help our Members be more attractive to their client base, leading to greater participation in their services, and higher levels of satisfaction.

1. (Max 4 Points) Does your product or service has had proven outcomes? (yes no)

If yes, explain and provide documentation of those outcomes.

Yes, our "One Quality" Philosophy has carried us through 5 generations of family business over 121 years. It is something we are very proud of a take pride in everyday. We are a hard working family that values are hard working employees that help us provide the highest quality + best tasting products for our customers.

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

Our milk is rBST free (Free from artificial growth hormones). Our milk comes from 15 local family farms all within 55 miles of our plant. We employ our own hauler to pick up milk from our farms. We also have our own field rep (inspector) that makes sure our farms are clean and always producing the highest quality of milk.

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

We are Ohio's oldest Dairy, A 5<sup>th</sup> generation family business that started in 1900. Our 121 years of history have reached a lot of people and families. Kids grow up on our milk in school + then purchase our milk and ice cream in supermarkets as they become adults with families of their own.

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

- our sales staff will meet with their HPS customers several times per year to go over product sell sheets, nutrition, and pricing.

- we will continue to promote Toft Dairy as Ohio's Oldest Dairy and our local milk from 15 family farms all within 55 miles of our plant in Sandusky, OH

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) Our full line of milk + dairy has everything medical facilities need, we also offer the most complete line of ice cream + water ice cups, we also offer frozen yogurt cups, no sugar added ice cream cups, sherbet cups, and no sugar added water ice cups.  
 Medical Associate (doctor's offices, labs, etc.)

↳ we don't have many customers in this category. Most of these members don't purchase dairy, ice cream, or any food/beverage.

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

same as Medical (acute care + non-acute facilities)

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

our K-12 program previously explained in several prior answers is second to none. Please review our supporting documents included for the K-12 program.

For colleges + universities many of them buy 5 gallon bags of milk and our full line of ice cream pints; Toff's, Ben + Jerry's, Breyer's, M&M M&S. Also offer a very

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

extensive ice cream novelty program.

our new individually wrapped bakery program +

juice boxes will be very popular this summer at camps and with meal programs. Municipalities and jails buy a lot of half pints or

4oz cartons of milk or orange juice.

# Exhibit C

25 Points Possible  
Proposal of Material – Bid List

Milk & Dairy/ Related Products - Schools - Non 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	125	HOMO PLASTIC QT	16	Toff's		\$ 1,235	
34.590	2% Milk	Quart	127	2% PLASTIC QT	16	Toff's		\$ 1,200	
10.625	Skim Milk	Quart	141	SKIM PLASTIC QT	16	Toff's		\$ 1,143	
21.508	Whole Chocolate Milk	Quart	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
1.000	Buttermilk 1%	Quart	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
18.184	Half & Half ESL	Quart	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5.464	Whip Cream 36% ESL	Quart	157	HEAVY CRM 36%QT	12	Hood		\$ 4,460	
2.544	Whole Milk	14 oz	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
159.272	2% Milk	14 oz	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
28.794	Whole Chocolate Milk	14 oz	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
165.348	1% Chocolate Milk	14 oz	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2.000	Half & Half ESL	14 oz	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<b>Plastic</b>									
452.846	Whole Milk	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
1.459.894	2% Milk	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
603.340	Skim Milk	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
5.583.282	1% Milk	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
199.744	Fat Free Chocolate	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
366	Fat Free Strawberry Milk	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
35.196	Lactose Free Skim ESL	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
3.250	Whip Cream 36% ESL	Half Pint	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
<b>Carton</b>									
452.846	Whole Milk	Half Pint	106	HOMO PAPER HPT	50	Toff's		\$ 0.239	
1.459.894	2% Milk	Half Pint	133	2% PAPER HPT	50	Toff's		\$ 0.216	
603.340	Skim Milk	Half Pint	142	SKIM PAPER HPT	50	Toff's		\$ 0.204	
5.583.282	1% Milk	Half Pint	147	1% PAPER HPT	50	Toff's		\$ 0.209	
199.744	Fat Free Chocolate	Half Pint	113	NONFAT CHOC PAPER HPT	50	Toff's		\$ 0.219	
366	Fat Free Strawberry Milk	Half Pint	132	STRAW PAPER HPT	50	Toff's		\$ 0.227	
35.196	Lactose Free Skim ESL	Half Pint	153	LACTAID NOFAT HPT	12	Lactaid		\$ 0.653	
3.250	Whip Cream 36% ESL	Half Pint	158	HEAVY CREAM HPT	12	Hood		\$ 1.355	
30.032	Whole Milk	Half Gallon	105	HOMO PLASTIC HGL	9	Toff's		\$ 1.895	
114.356	2% Milk	Half Gallon	135	2% PLASTIC HGL	9	Toff's		\$ 1.828	
25.096	Skim Milk	Half Gallon	144	SKIM PLASTIC HGL	9	Toff's		\$ 1.747	
52.800	1% Milk	Half Gallon	145	1% PLASTIC HGL	9	Toff's		\$ 1.774	
63.558	Whole Chocolate Milk	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
1.422	Buttermilk 1%	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
500	Lactose Free Whole ESL	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
1.064	Lactose Free 2% ESL	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12.262	Half & Half Fresh	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
1.000	Orange Juice 100% from Conc	Half Gallon	181	O.J.-PLASTIC HGL	9	Toff's		\$ 2.220	
1.000	Almond Milk Orig	Half Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
24.740	Whole Milk	Gallon	102	HOMO PLASTIC GAL	4	Toff's		\$ 3.240	
53.298	2% Milk	Gallon	131	2% PLASTIC GAL	4	Toff's		\$ 3.107	

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
8,034	Skim Milk	Gallon	139	SKIM PLASTIC GAL	4	Toff's		\$ 3,020	
5,000	1% Milk	Gallon	138	1% PLASTIC GAL	4	Toff's		\$ 3,074	
4,830	1% Chocolate Milk	Gallon	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
2,000	Orange Juice 100% from Conc	Gallon	180	ORANGE JUICE GAL	4	Toff's		\$ 4,067	
2,000	Yogurt All Flavors	4oz	261-262	Strawberry & Strawberry Bananas	48	Dannon Danimals		\$ 0,250	
1,000	Yogurt All Flavors	6oz	264-266	Strawberry, Oreo, & M&M	12	YoChunch		\$ 0,880	
2,654	Sour Cream	5lbs.	160	SOUR CREAM 5LB	2	Class Act		\$ 6,100	
214	Yogurt Plain	5lbs.	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
300	Yogurt All Flavors	5lbs.	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
1,408	Cottage Cheese 1% Small Curd	5 lbs.	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
2,200	Whole Milk	5 Gallon	101	HOMO DISPENSER 5GL	1	Toff's		\$ 15,519	
200	2% Milk	5 Gallon	130	2% DISPENSER 5GL	1	Toff's		\$ 14,815	
100	Skim Milk	5 Gallon	140	SKIM DISPENSER 5GL	1	Toff's		\$ 14,354	
150	Chocolate	5 Gallon	119	CHOC DISPENSER 5GL	1	Toff's		\$ 15,748	
200	Half & Half Creamers ESL, 10ML	400ct.	234	H&H CREAMERS 402CT	402	For Your Coffee		\$ 8,490	case price
200	Non Dairy Creamer	400ct.	233	IMT CREAMERS 402CT	402	Toff's		\$ 15,460	case price
200	No Chill Half & Half Creamers	360ct.	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	
2,128	Butter Salted	1 Lb.	214	AA BUTTER SOLIDS LB	36	Hilandale Farms		\$ 2,550	

All Other Items									
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
	Nonfat Chocolate Milk	Quart	118	CHOC PLAST QT	16	Toff's		\$ 1,239	
	Buttermilk 3.25%	Quart	122	BUTTERMILK QT	16	Toff's		\$ 1,272	
	Half & Half Fresh	Quart	150	TOFT HALF&HALF QT	16	Toff's		\$ 1,930	
	Whole Milk	16 oz	126	HOMO PLASTIC PT	20	Toff's		\$ 0,817	
	2% Milk	16 oz	128	2% PLASTIC PT	20	Toff's		\$ 0,793	
	Nonfat Chocolate Milk	16 oz	117	CHOC PLAST PT	20	Toff's		\$ 0,817	
	Half & Half Fresh	16 oz	151	TOFT HALF&HALF PT	28	Toff's		\$ 1,055	
	1% Chocolate	Half Pint	112	1% CHOC PAPER HPT	50	Toff's		\$ 0,229	
	Nonfat Vanilla Milk	Half Pint	148	VANILLA PAPER HPT	50	Toff's		\$ 0,227	
	Orange Juice 100% from Conc	Half Pint	187	ORANGE JUICE HPT	50	Toff's		\$ 0,251	
	Nonfat Chocolate Milk	Half Gallon	110	CHOC PLAST HGL	9	Toff's		\$ 1,924	
	Buttermilk 3.25%	Half Gallon	121	BUTTERMILK HGL	9	Toff's		\$ 2,005	
	Nonfat Chocolate Milk	Gallon	109	CHOC PLAST GAL	4	Toff's		\$ 3,337	
	Orange Juice 100% from Conc	4oz	183	ORANGE JUICE 4oz	75	Toff's		\$ 0,161	
	2% Milk	4oz	134	2% PAPER 4oz	75	Toff's		\$ 0,160	
	Skim Milk	4oz	143	SKIM PAPER 4oz	75	Toff's		\$ 0,145	
	Yogurt All Flavors	5.3oz	251-255	Straw, Blue, Chry, Van, Peach	12	Dannon Light & Fit		\$ 0,680	
	Greek Yogurt All Flavors	5.3oz	248-249 & 260	Strawberry, Blueberry, Vanilla	12	Dannon Greek		\$ 0,970	
	Cottage Cheese 2% Small Curd	5lbs.	169	COTTAGE CH 2% LFS LB	2	Smith's		\$ 8,860	
	Cottage Cheese 4% Small Curd	5lbs.	170	COTTAGE CH 4% SLB	2	Smith's		\$ 8,980	

\* Full Price List Included In Bid Packet



Toft Dairy Inc.

Grade A Dairy Products

The following example shown below will serve as the 2021/2022 price escalator formula. This formula is a more precise calculating method, based on butterfat and skim prices. This formula is based solely on the raw milk Toft Dairy uses in our production and does not include any other factors such as sugar, cocoa, flavorings, container costs, Federal Milk Order, fuel, labor & other supplier adjustments. In the event that any of these factors change, milk prices will be adjusted accordingly.

TO: HPS

FROM: Toft Dairy, Inc.

SUBJECT: Monthly cwt. prices for cow's milk not supplemented with rbST current and conversion for further justification of price changes. Current \$1.25 Cwt. rate & \$.92 Federal Milk Pool. Effective 3/01/2021.

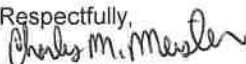
**Formula for 2020/2021 school milk bid programs:**

Skim Monthly Cwt.Prices: Mar-21 14.79  
 Feb-21 -14.54  
 Total 0.25 per cwt.  
 Change

Butterfat Prices: Mar-21 1.4335  
 Feb-21 -1.6004  
 Total -0.1669 Change

Additional changes	
Beat Sugar	\$ -
Cartons	\$ 0.0002
Sugar	\$(0.0003)
Flavored Stabilizer	\$ -

PRODUCT	LB. FACTOR	Mar-21 BFAT*LB.FACTOR	LBS. SKIM	Mar-21 LB.SKIM	Mar-21 COSTS	Feb-21 COSTS	\$ Change Per-1/2 pt
3.25% HOMO MILK	0.27950	0.40066	8.32050	1.23060	1.6313	1.6571	-0.001
2.00% MILK	0.17240	0.24714	8.44760	1.24940	1.4965	1.5042	0.000
1.00% MILK	0.08620	0.12357	8.53380	1.26215	1.3857	1.3788	0.001
1.00% Chocolate	0.08325	0.11934	8.24175	1.21895	1.3383	1.3316	0.000
NoFat Chocolate	0.04000	0.05734	7.96000	1.17728	1.2346	1.2214	0.001
NoFat Strawberry	0.04000	0.05734	7.96000	1.17728	1.2346	1.2214	0.001
NoFat Vanilla	0.04000	0.05734	7.96000	1.17728	1.2346	1.2214	0.001
SKIM NoFat Milk	0.04310	0.06178	8.58690	1.27000	1.3318	1.3175	0.001

Respectfully,  
  
 Charles M. Meisler  
 President

**Prices Change Effective: Effective 3/01/2021.**



Toft Dairy Inc.

Grade A Dairy Products

March 22<sup>nd</sup>, 2021

Dear HPS:

Thank you for the opportunity to bid for your milk, dairy, and ice cream business over the next 2 years. We value the relationship that Toft Dairy and HPS has built over the years. Your business is very important to us and our customers who have been using Toft's through the HPS program for many years. We hope to continue our business relationship over the next 2 years and beyond.

Our escalator clause will be based on every increase or decrease of raw milk purchased for each month. The escalator clause is based on the announced monthly skim milk price and the announced monthly butterfat price. These prices will fluctuate every month based on the March 2021 base price.

Toft Dairy's cost on Class I milk for the month of March 2021 is based on the skim milk RBST free price of \$14.79 per cwt., and butterfat component of \$1.4335 per pound, which includes dairy farmer premiums. Toft Dairy's milk has No Added Artificial Growth Hormones (RBST).

Prices are subject to adjustment according to increases or decreases to all products affected by material packaging costs, chocolate powder, sugar, raw products, monthly supplier increases and any other cost necessary to do business.

**MINIMUM ORDER POLICY**

Because of the steady pressure of fuel costs, we are requesting a **minimum order of \$100** which includes ice cream for each regularly scheduled delivery.

**PRODUCT CREDIT POLICY FOR SCHOOLS**

Credit will be given for any product that is not up to Toft Dairy's quality standards upon delivery. Any milk left over in December (Christmas Break) or at the end of the school year in May/June will NOT be credited.

**EQUIPMENT**

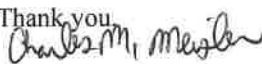
Cooler equipment can be supplied by Toft's Dairy. Price list will reflect with or without supplying these coolers. An additional charge of \$.008 per half pint of milk or orange juice will be added. An additional charge of \$0.004 per 4oz carton of milk or orange juice will be added. Please see the attached "Toft Dairy Milk & Orange Juice - Cooler Program" for full details of our cooler program.

**CONTINGENCY PLAN**

Toft's Dairy will do all within its power to maintain needed service levels to schools that are part of this contract, up to and including, the use of secondary outside manufacturing and or distribution means to maintain service levels to meet contract members needs.

**PAYMENT INFORMATION / TERMS**

If any customer decides to use a credit card for payment, Toft Dairy will charge an additional 2.5% to their bills to cover our expense from the credit card companies. Terms are net 14 days.

Thank you  
  
Charles M. Meisler  
President

# Toft Dairy Milk & Orange Juice - Cooler Program

Toft Dairy can provide coolers to schools or institutions. All HPS members under this program who elect to have Toft Dairy provide coolers will be charged an additional \$0.008 per half pint of milk or orange juice. If the member elects to buy 4oz cartons of milk or orange juice, the equipment charge will be only \$0.004 per 4oz of milk or orange juice. This can be broken down by building. In other words, if only 2 of your schools in your district need equipment, they will be the only buildings that receive the additional equipment charge.

Toft Dairy has the right to review the HPS member's milk and/or orange juice volumes before agreeing to place cooler(s) at their location. General rule of thumb is that the member must have enough milk and/or orange juice volume to fill the coolers all the way up two times per week. For example, to place an 8-case cooler, Toft's is looking for at least 16 cases of milk and/or orange juice volume per week from that member. To place a 12-case cooler, Toft's is looking for at least 24 cases of milk and/or orange juice volume per week from that member. To place a 16-case cooler, Toft's is looking for at least 32 cases of milk and/or orange juice volume per week from that member. If the member needs multiple coolers, they will need to meet the criteria above for each cooler needed. If the member cannot meet these criteria, Toft's has the right to decline the equipment request from that member.

Please see below for the example based off the **March 2021 bid price** (keep in mind that prices will fluctuate monthly based on the escalator clause):

Product	Brand	Size	Product #	Full Service Bid Price	Equipment Price
Homogenized Milk	Toft Dairy	8 oz (Half Pint)	106	\$ 0.239	\$ 0.247
2% Milk	Toft Dairy	8 oz (Half Pint)	133	\$ 0.216	\$ 0.224
1% Milk	Toft Dairy	8 oz (Half Pint)	147	\$ 0.209	\$ 0.217
Skim Milk	Toft Dairy	8 oz (Half Pint)	142	\$ 0.204	\$ 0.212
1% Chocolate Milk	Toft Dairy	8 oz (Half Pint)	112	\$ 0.229	\$ 0.237
Nonfat Chocolate Milk	Toft Dairy	8 oz (Half Pint)	113	\$ 0.219	\$ 0.227
Nonfat Strawberry Milk	Toft Dairy	8 oz (Half Pint)	132	\$ 0.227	\$ 0.235
Nonfat Vanilla Milk	Toft Dairy	8 oz (Half Pint)	148	\$ 0.227	\$ 0.235
Orange Juice	Toft Dairy	8 oz (Half Pint)	187	\$0.251	\$0.259
2% Milk	Toft Dairy	4 oz Carton	134	\$0.160	\$0.164
Skim Milk	Toft Dairy	4 oz Carton	143	\$0.145	\$0.149
Orange Juice	Toft Dairy	4 oz Carton	183	\$0.161	\$0.165

No other charges will be applied for equipment. If you have any further questions, please contact:



**Logan Meisler**

Corporate Sales Manager at Toft Dairy, Inc.

*Ohio's Oldest Dairy - Since 1900*

Direct: 567-998-3198 | Fax: 419-621-2010

3717 Venice Road, Sandusky, Ohio 44870



[www.toftdairy.com](http://www.toftdairy.com)



**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
00170157

Period Specified Below  
07/01/2020 to 07/01/2021

TOFT DAIRY INC  
PO BOX 2558  
SANDUSKY, OH 44871-2558



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

### Ohio Bureau of Workers' Compensation

#### Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers' Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.



TOFTDAI-01

D1SBRANDAL

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
11/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 954553 AssuredPartners of Ohio, LLC 4404 Timber Commons Drive #107 Sandusky, OH 44870	CONTACT NAME: <b>Vicky Oldham</b> PHONE (A/C, No, Ext): <b>(567) 998-7104</b> E-MAIL ADDRESS: <b>vicky.oldham@AssuredPartners.com</b>	FAX (A/C, No): <b>(419) 609-1010</b>
	INSURER(S) AFFORDING COVERAGE <b>INSURER A : Selective Insurance Company of America</b>	
INSURED  <b>Toft's Dairy, Inc.</b> <b>P.O. Box 2558</b> <b>Sandusky, OH 44871-2258</b>	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		S1738920	11/17/2020	11/17/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S1738920	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>			S1738920	11/17/2020	11/17/2021	EACH OCCURRENCE \$ <b>8,000,000</b> AGGREGATE \$ <b>8,000,000</b> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

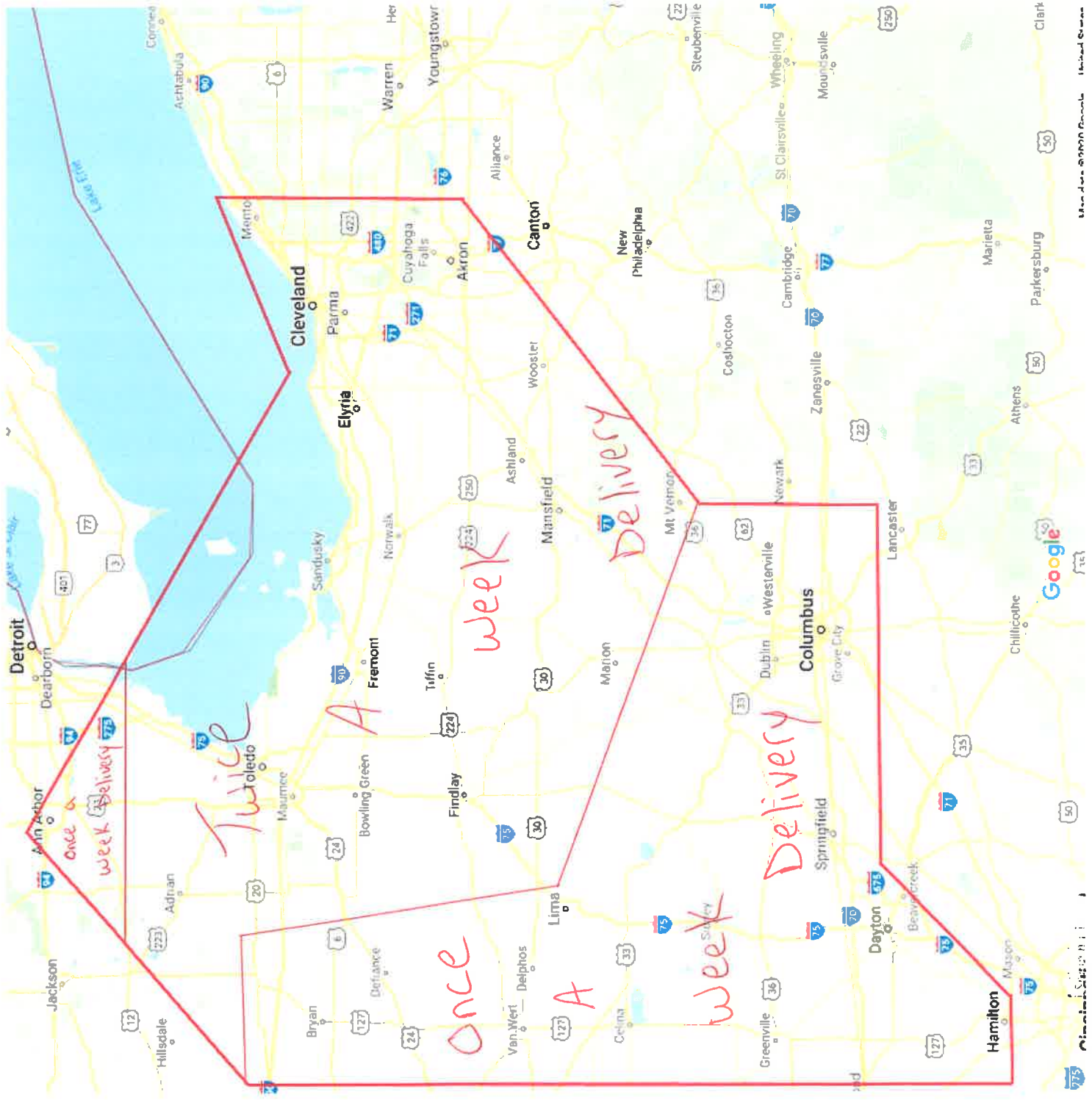
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Ohio Employers Liability is included at \$1M/\$1M/\$1M

HPS is included as Additional Insured/Vendor under the General Liability per form CG7300 01/16 when required in writing in a contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

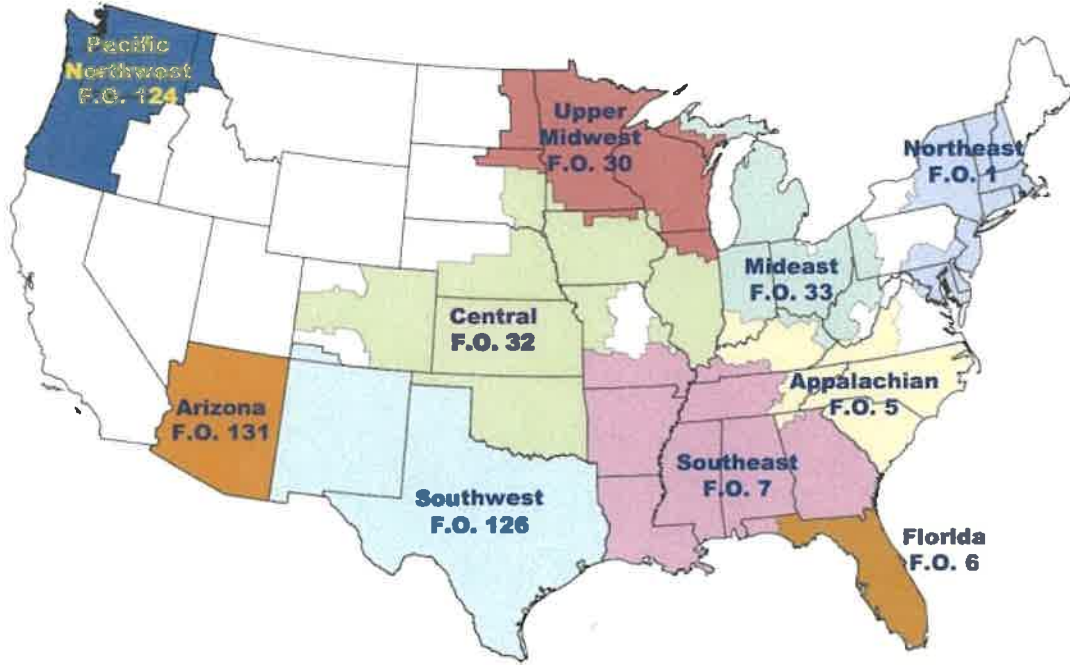
<b>HPS</b> <b>3275 N. M-37 Highway</b> <b>PO Box 247</b> <b>Middleville, MI 49333</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# TOFT DAIRY SERVICE AREA



# Exhibit D

## FEDERAL MILK MARKETING ORDER AREAS



*Federal Milk Marketing Orders Map (USDA, AMS)*