



REQUEST FOR PROPOSALS (RFP) SCHOOL FOOD SERVICE DISTRIBUTOR

RFP #RPS-1010

DATE PROPOSALS ARE DUE: November 17th, 2023 by 1:00 PM MST

Proposals Must Be Received by Date and Time Specified to Be Considered

All responses must be submitted electronically as directed in the Bonfire procurement application no later than November 17th by 1:00 PM Mountain Standard Time (MST).

Questions regarding this solicitation must be submitted in the Bonfire procurement application by October 27th, 2023 at 4:00pm MST.

Respondents must provide a written narrative outlining how they will meet all requirements outlined in this RFP. Attachment A is a checklist that has been provided for convenience and outlines all forms and attachments that are required as part of Respondents submissions.

Responses to the RFP will be reviewed and scored by the RPS Board Members. Any change to this document by Respondent will invalidate the response.

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DEFINITIONS:

For consistency throughout this document:

“Distributor”, “Respondent”, or “Proposer” means a distributor that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization that submits the proposal that is chosen by the school, **“Distributor(s)”** or **“Winning Distributor(s)”** means the organization that submitted the successful proposal. Distributor can also be referred to as **“Vendor.”**

“Lead Agency” refers to Rockies Procurement Services as the Lead Agent, who has the legal authority and capacity to issue this Request For Proposal, and to award the Winning distributor(s) a contract which other Schools can utilize and benefit from.

“Equalis Group” refers to Equalis Group, LLC in its capacity as an agent and Program manager for RPS.

Awards will be made only to responsive and responsible vendors. **“Responsive”** means that the Distributor(s) and their offer meet the requirements of this solicitation. **“Responsible”** means that the Distributor(s) has the ability to provide the goods and/or services required and outlined in this RFP.

“Cooperative Members” or **“Member(s)”** consist of those in the **Rockies Procurement Services** membership and may be referred to as an SFA. **SFA** is School Food Authority, which is the administering unit for the operation of a school feeding program (typically Nutrition Services in a school district).

1. COOPERATIVE’S OBJECTIVES

1.1. Overview

This request for proposal (“**RFP**”) is being issued by Rockies Procurement Services (“**RPS**”) (formerly Rockies Purchasing Services), a cooperative consisting of 45 school districts within Colorado and southern Wyoming. RPS, as the Lead Agency, has come together with Equalis Group to create a cooperative purchasing contract (also known as the **“Master Agreement”**) from this RFP and make it available for other school districts to Piggyback (“Piggyback or “Piggybacking”), including public K-12 schools, private K-12 schools, and charter schools (“**Schools**”). RPS is seeking a Master Agreement with a broadline foodservice distributor(s) who can manage an overall program (the **“Program”**) as outlined in this RFP.

The Distributor(s) will be chosen to negotiate with RPS under the terms of the proposal. The Agreement period is July 1, 2024, to June 30, 2025. There will be four (4) one-year renewals options and evaluations for those options will take place by February 1st of each year.

1.2. RPS background & Mission

RPS started in 2009 as a southern Colorado non-profit cooperative called Rockies Procurement Services and merged with the Northern Colorado Cooperative in 2011. In 2022, members voted to form a new entity moving the existing RPS from a non-profit organization to a public corporation (governmental entity under C.R.S. §29-1-203 and 203.5) so they may extend their membership footprint and serve as a Lead Agency for procurement. Member districts are currently located throughout the state along the Front Range (I-25 Corridor), Western Slope, and Southeast regions. RPS is seeking to extend their membership area to additional states.

The mission of RPS and school food service is to provide a variety of healthy school meals and other food services at affordable prices in support of the educational goals of students. The schools within RPS participate in the National School Lunch and Breakfast Programs for reimbursement for meals that meet federal standards and are allocated USDA Foods for use in school meals through the Food Distribution Program. The schools will adhere to “Buy American” for their food service programs. Therefore, the Distributor(s) are required to purchase, to the maximum extent possible, domestic products for use in the USDA Child Nutrition Programs.

1.3. Role of Equalis Group

Equalis Group works with Lead Agencies, such as RPS, that are legally empowered to conduct formal procurement processes, enter into Master Agreements, and make those Master Agreements available to public sector organizations and school districts. Equalis Group will be assisting RPS in managing and marketing the overall Program.

The Winning distributor(s) and Equalis Group will also enter into a separate management agreement (the “Administration Agreement”) which defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members and ii) Reporting Requirements and Vendor Participation Fee as outlined in Section 1.5 and Section 3.11. The Winning distributor(s) and Equalis Group will work closely together to develop and implement marketing and sales strategies to drive program adoption with current and future Members across the country.

Additionally, Equalis Group has partnered with Avendra to offer a robust portfolio of already existing manufacturer deviations. These deviations will be offered to Winning Distributor(s) to further reduce the cost of goods for Members of this Program. The Avendra portfolio will act as a supplement to the Manufacturer contracts referenced in the Program Overview below and throughout this RFP and will not be provided to Respondents prior to being awarded under this RFP.

1.4. Program Overview

RPS and Equalis Group intend to bring this Program to other school districts within and outside of the current geographic reach of the current RPS membership. This includes Colorado and any school district across the country who elects to utilize this program, subject to their local guidelines and regulations.

RPS will create a Program which will include Distribution and direct Manufacturer

contracts. This program will be built over two years and continue to be enhanced for the life of the Program. RPS anticipates the following timeline:

- Year 1 (2023/24 school year) - Respondents to this Distribution RFP are expected to gain cost deviations from manufacturers, lowering the net price being paid by Members. Additionally, Equalis Group will work with the Winning Distributor(s) to identify any Avendra manufacturer cost deviations to supplement the deviations obtained by the Winning Distributor(s).
- Year 2 & beyond (2024/25+ school year) – RPS and Equalis Group will take over management of the manufacturer cost deviations. This will be intended to replace any deviations which the Winning Distributor(s) obtained during the previous school year. RPS and Equalis Group will continue to work with the Winning Distributor(s) to supplement the manufacturer contracts with Avendra manufacturer cost deviations, where product costs are more advantageous to RPS.

For the 2023/2024 School Year, estimated spend will be \$25 million on food and non-food supplies, with a maximum contract value of \$200 million by year five. To reach this value, RPS and Equalis Group will focus on expanding the program to additional school districts and cooperatives. The first year will see modest growth with anticipated significant expansion in subsequent years, mainly through the addition of new school districts as well as other cooperatives which are anticipated to merge into this program.

While it is not a requirement to be awarded, in order to achieve these growth numbers, the awarded distributor(s) must collaborate with Equalis Group and RPS to support this growth. Additionally, Equalis Group intends to hire a program manager to support this growth starting in Q1, 2024. This program manager will lead efforts in conjunction with the awarded distributor(s) and the Equalis Group member engagement team, which can be found at [Member Engagement Representatives | Equalis Group](#).

More detail on the projections is provided in the table below:

School Year		Spend	Considerations
22/23 School year	Actual	\$16,069,563	
23/24 School year	Estimate	\$20,086,954	Increase is due to a 20% estimated growth for the implementation of the "Healthy School Meals for All" program, plus an additional 5% due to inflation.
24/25 School year (Contract Year 1)	Estimate	\$25,108,693	Increase is due to inflation, more adoption of the "Healthy School Meals for All" program, and the anticipation of more districts signing up as members.
25/26 School year (Contract Year 2)	Estimate	\$47,706,517	This is the first year of a major push to add schools districts and other cooperatives to this program.

26/27 School year (Contract Year 3)	Estimate	\$81,101,078	Continued addition of school districts and cooperatives.
27/28 School year (Contract Year 4)	Estimate	\$129,761,725	Continued addition of school districts and cooperatives.
28/29 School year (Contract Year 5)	Estimate	\$201,130,674	Continued addition of school districts and cooperatives.

1.5. Vendor Participation Fee

RPS desires to move away from charging members an annual membership fee to fund the operations and continued growth of the organization. As such, RPS is seeking to fund the organization solely from local funds generated through a fixed flat Vendor Participation Fee (“**Vendor Participation Fee**”). The Vendor Participation Fee will be administered by Equalis Group and the amount will be \$0.40 per case of product purchased by Members through the Program. Vendors would provide monthly sales data and pay the Vendor Participation Fee quarterly. This participation fee is not a cost-plus fee, nor a rebate and should not be referred to as such.

2. PROCEDURAL REQUIREMENTS

2.1. Proposal Submission

All responses must be submitted electronically as directed in the Bonfire procurement application. Scanned submissions are acceptable where PDF files are requested. Responses received outside the Bonfire procurement application will not be accepted.

Responses may be rejected for failure to comply with the requirements set forth in this RFP. RPS reserves the right to cancel solicitation, reject any or all proposals, to accept any proposal deemed most advantageous to RPS and to waive any informality in the proposal process. Respondents are responsible for submitting proposals in the Bonfire portal and completed by the deadline. RPS is not responsible for technical difficulties encountered when uploading the response and will not accept proposals or additions to received proposals after the specified deadline. All information submitted must be readable in the Bonfire application or Microsoft Excel to be considered.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission. A submitted proposal shall remain valid for sixty (60) days from the proposal submission date.

The proposal must include the firm name and be signed by an officer or other employee authorized to submit the proposal. Proof of authority of the person submitting the proposal must be available upon request from RPS.

If RPS determines there is a discrepancy or an omission from this RFP prior to the opening of proposals, an addendum will be issued to all Distributors that have submitted proposals.

2.2. Inquiries and/or discrepancies

Questions regarding this solicitation must be submitted in the Bonfire procurement application. All questions and answers will be posted to the Bonfire procurement application. Respondents are responsible for viewing the Bonfire procurement application to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Respondent of the obligations set forth in this invitation.

2.3. Restricted and Prohibited Communications with RPS and Equalis Group:

During the period between the date RPS issues this RFP and the selection of the vendor who is awarded a contract by RPS, if any, Respondents shall restrict all contact with RPS and Equalis Group, and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the Bonfire procurement application in the specified manner. Do not contact members of the Board of Directors, other employees of RPS, any of RPS's agents or administrators or Equalis Group employees. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Respondent.

2.4. Calendar of Events

The required dates and times by which actions must be completed are listed in the following chart. If RPS determines that it is necessary to change a date, time or location it will issue an addendum to this RFP.

Calendar of Events	
<u>Action</u>	<u>Date/Time</u>
RFP released	Oct 18th, 2023
Deadline for questions from Proposers	Oct 27th, 2023
Response to all questions sent to Proposers	Oct 30th, 2023
Proposal due date	Nov 17th, 2023 1:00 p.m. MST
Oral Presentations & Proposal scoring	Dec 8th, 2023
Approval and award	Jan 10th, 2024
Contract begins	Jul 1st, 2024

2.5. Evaluation Criteria

RPS will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. Each voting member of the bid committee will fill out the scoring rubric (found in attachments). The scoring rubric is color coded as noted below. Responsive Respondent(s) with the highest overall score will be recommended for award.

Criteria	Maximum Score
Pricing	94
Responsiveness	56
Responsible	40
Service & Delivery	28
References – Experience with K-12 SFAs	10
Oral presentation	40
Can provide information showing that the respondent is a minority business enterprise, women's business enterprise, or a labor surplus firm. (in gold)	5
Total	273

2.6. Oral Interviews

All “responsive” and “responsible” respondents will be asked to attend oral interviews. Determination of “responsive” and “responsible” respondents will be made by reviewing the RFP responses that were submitted and selecting all that meet the RFP criteria. Oral interviews will be at the respondents expense.

2.7. Past Performance

A Respondents performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether or not the Respondent is likely to provide quality Products & Services to our members; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction.

2.8. Competitive Range

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

2.9. Best and Final Offer

RPS, in its sole discretion, may request all Respondents in the Competitive Range to submit a Best and Final Offer. Respondents must submit their Best and Final Offers in writing. If a Respondent does not respond to the request for a Best and Final Offer, that Respondents most recent prior offer will be its Best and Final Offer.

2.10. Proposal Selection

Upon completion of evaluation of proposals, RPS shall choose the Winning Distributor(s). The Winning Distributor(s) will receive immediate notification with the understanding that this is contingent upon RPS Board approval. Other Distributors that submitted proposals will be notified when the RPS board approvals have been completed.

RPS reserves the right to:

- a) waive any irregularities or informalities in proposals,
- b) accept or reject any and all proposals or portions thereof. If necessary, a new RFP may be issued. RPS will take actions as deemed appropriate.

Rejection of Proposal: Changes in or additions to the RFP or any other modification of the proposal forms which is not specifically called for in the solicitation documents may result in RPS's rejection of the proposal as not being responsive. No oral, written, or telephonic modifications of any proposal submitted will be considered.

2.11. Multiple Awards

Membership includes a large number of potential entities which may utilize this contract throughout the nation. To ensure any ensuing contract(s) will allow RPS and Equalis Group to fulfill current and future needs, RPS reserves the right to award contract(s) to multiple Distributors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with RPS. Award(s) shall be limited to the least number of Distributors RPS in its sole discretion determines to be necessary to meet the requirements of the RPS and Equalis Group membership.

3. REQUIREMENTS

There are several requirements outlined in this section. Respondents shall address all requirements in their response and identify how they will meet these requirements.

3.1. Pricing & Market Basket

Refer to Attachment E, Market Basket Price List, for product specifications and anticipated purchase quantities. This list reflects the required market basket purchases of the membership representing seventy five percent (75%) of the dollar volume, per USDA requirements. Please complete columns H-S with product information and pricing to show your organization's pricing to RPS members.

All required columns must be completed for every product. All items in the market basket represent the approved brand and pack sizes under current RPS contracts. Responders may respond with pricing for the exact items or any equivalent items by indicating the brand name, pack size, product number, and item number of the item they are bidding. If responding with an "Equivalent" item, the "SPEC" sheet must be attached.

Quantities shown on the Product List are based on purchases from July 1, 2022- June 30, 2023 and are accurate to the best of our ability. However, Respondents must understand that a quantity stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

3.1.1. Pricing Method and Fees

The allowable methods for submitting product prices in the agreement are "**Firm Price**" and/or "**Cost Plus Fixed Fee**." While a Firm Price is typically preferred, Respondents are required to propose a Cost Plus Fixed Fee model that applies to all products purchased where a Firm Price is not available. Respondents must clearly define whether Firm Price, Cost plus Fixed Fee or a combination of both is being submitted in the Market basket.

All **Firm Prices** will be held for the entire length of the one (1) year contract.

Cost Plus Fixed Fee method of pricing shall use the standard method as follows. "Cost" is derived from the most recent invoice cost to the Distributor's distribution center of such product. This includes any sales, use, excise or other taxes and governmental duties or assessments thereon, whenever assessed, plus applicable freight charges to deliver such products to the Distributor's distribution center.

Storage and handling charges associated with forward purchases, if any, should also be included. "**Fixed Fee**" is defined as the difference between cost, as defined above, and the selling price to RPS. Fixed Fee shall remain firm for the duration of the agreement regardless of supplier invoice price. **Proposals utilizing a "Cost Plus Percentage" will be immediately eliminated from consideration.**

In the Cost Plus Fixed Fee method, the Distributor(s) shall ensure all discounts, rebates, credits, and allowances it receives are passed onto RPS members. This

includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to RPS; allowances attributable to RPS volume; performance-based allowances; fees for merchandising service, and performance-based discounts. The Distributor(s) will maintain records and source documents in support of all costs, discounts, rebates, and credits. The Vendor will provide credits or refunds to RPS member within 60 days of notification in writing from RPS member.

NOTE:

The SFA shall ensure the Distributor(s) fully discloses all discounts, rebates, allowances, and incentives received by the Company from its suppliers. If the Company receives a discount, rebate, allowance, or incentive from any supplier, the Company must disclose and return to the SFA the full amount of the discount, rebate, or applicable credit that is received based on the purchases made on behalf of the SFA. All discounts, rebates, allowances, and incentives must be returned to the SFA during a mutually agreed upon timeframe that is beneficial to the School District."

Only allowable costs per 2 CFR 200.403 and the applicable cost principles in 2 CFR 200, subpart E will be paid from the nonprofit school food service account to the Distributor(s) net of all discounts, rebates, and other applicable credits accruing to or received by the Distributor(s) or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the School Food Authority. □

Sufficient detail and information must be supplied to the SFA to identify allowable and unallowable costs, as well as the amount of all discounts, rebates and other applicable credits on invoices.

3.1.2. Product & Pricing Coverage

As indicated in Section 3.1, RPS requires pricing on the Market Basket Price List (Attachment E), which represents at least 75% of the dollar volume. A full list of products will be provided upon award. USDA requires pricing on all products not included in the market basket. Please provide a means to determine pricing for all items. This can be via a website or electronic list. The pricing of all miscellaneous goods must be reasonable. Respondents shall provide a Fixed Fee, based on the "Cost Plus Fixed Fee" pricing methodology to account for any products purchased which are not already priced with a Firm Price.

3.1.3. Manufacturer Deviation Management

As indicated in the program overview, RPS intends to develop a multi-faceted approach to obtain cost deviations from Manufacturers, both through an RFP in which RPS will release specifically for Manufacturer cost deviations and through the Avendra program being offered by Equalis Group ("RPS Manufacturer Deviations"). Distributors shall demonstrate their ability to manage multiple deviation programs, outlining how they would approach the loading of those programs and what capabilities or technology the Distributor(s) has to properly maintain this pricing.

3.2. Ordering Procedures

Each Distributor shall have an online ordering method available and provide any

necessary training to members for use of the online system. Additional alternative ordering methods of fax and phone shall be available. If minimum orders are required, this must be disclosed with detailed requirements in the response.

3.3. Additional Incentives

While it is not required, Respondents may consider additional incentives, such as drop size incentives, prompt pay or other incentives.

3.4. Estimate Quantities

The current annual spend for RPS members through broadline distribution is estimated to be \$25,000,000. RPS members are willing to commit at least 80% of this spend to the awarded Distributor(s). In year two and beyond, RPS anticipates significant growth as the program is further developed and marketed to additional school districts within and outside of the state of Colorado.

3.5. USDA Foods

If a distributor sells via Net Off Invoice (NOI), the method of end product sales is Indirect Discount. The Respondent must assure in its proposal, crediting for USDA Foods will be performed in accordance with 7CFR§250.36(d). The value of USDA Foods is deducted from the price on the distributor invoice.

RPS requests Winning Distributor(s) to outline how they will support the purchasing of NOI products, and Fee for Service through the Distributor(s) (FFSD) and related services. The Respondent needs to provide an example invoice showing the ability to process NOI items or FFSD.

RPS Cooperative request the respondent to state the distribution Fixed Fee costs per case on USDA further processed foods passing through the Distributor(s) to RPS member.

RPS will provide a list of intended USDA further processed foods for the 2024-2025 school year and subsequent years upon renewal.

3.6. Stocked Items, Substitutions and Special Orders

RPS expects the Distributor(s) to fulfill 98 percent of orders without shortages, outages or substitutions. If Distributor(s) is temporarily out of stock of a particular item, they may deliver an equal or superior product at an equal or lower price, with prior approval of an assigned representative for the affected Cooperative member. Change of stock items must be pre-approved by RPS Board.

Special orders will not ship out automatically. The Distributor(s) will work with assigned representative for the affected Cooperative member as to the delivery date of each order. All other items shall be available in stock if membership consistently utilizes three (3) cases per week or twelve (12) cases per month.

3.7. Nutritional Information

Describe how the Respondent will assist RPS and Equalis Group in providing Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on all products, either in paper or electronic form, upon request from the Cooperative.

3.8. Local Food Purchasing Initiatives

In our commitment to support local communities and promote sustainable practices, we kindly request all respondents to detail their initiatives, strategies, and commitments related to purchasing and promoting local foods. Please provide information on your current partnerships with local farmers, producers, and suppliers; and any additional efforts or programs in place to promote and prioritize local food purchasing.

3.9. Delivery

Individual schools and their delivery locations, times, and frequency are listed in Attachments B.1 and B.2. Delivery days and times will be defined by the schools and schools may request to adjust these days and times periodically.

All shipments shall be delivered FOB: Destination – no freight, fuel or delivery surcharges will be allowed. Rescheduled delivery in the circumstances aforementioned will be at no additional cost.

The Respondent is required to actively keep abreast of any forecasted severe weather or environmental events that may affect scheduled deliveries. If a school district is closed at the time of a scheduled delivery, the Respondent is required to reschedule the delivery for the next operational day or at a time mutually agreed upon with the affected school district. This rescheduling should occur without any extra charge to the school district or to the procuring entity. The Respondent is expected to communicate promptly with the respective school district about any changes to the delivery schedule caused by inclement weather or school closures.

3.10. Geographic Footprint

RPS Member districts are currently located throughout the state along the Front Range (I-25 Corridor), Western Slope, and Southeast regions. As such, the minimum requirement for Respondents to be considered is to service all current RPS member district locations. A list of the specific delivery locations and average drops sizes has been provided in Attachment B.2.

Respondents should indicate their ability to provide services to all current RPS member districts and outline any other geographies where they are able to provide services. In addition to providing a geographic footprint for deliveries, respondents should provide a listing outlining where each distribution center is located as well as a narrative or quantitative information around the capacity of each distribution center to service its respective geographic footprint. While it is not a requirement of this RFP to service areas outside of the current RPS member districts footprint, Respondents are encouraged to

propose as large of a geographic footprint as they are able to service.

3.11. Reporting Requirements

Winning Distributor(s) shall electronically provide Equalis Group with detailed line-item monthly reports showing the dollar volume of all Cooperative Member purchases under the contract for the previous month. Additionally, Winning Distributor(s) should propose other reports as outlined below. The first report “Spend Report” is required and shall be sent via e-mail to Equalis Group offices at Reporting@EqualisGroup.org. The Spend Report is due on the **fifteenth (15th)** day after the end of the previous month. It is the responsibility of Winning Distributor(s) to collect and compile all sales under the Master Agreement and submit one (1) monthly report. Timing for other reports may vary depending on the type of report being proposed.

3.11.1. Spend Report

Member Data	Equalis Member ID
	Vendor Customer Number
	Customer Name
	Customer Street Address
	Customer City
	Customer Zip Code
	Customer State
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Product Category level 2 (<i>Where available or applicable</i>)
	Product Category level 3 (<i>Where available or applicable</i>)
	Distributor Product Number
	Global Trade Identification Number (GTIN)
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)

Customer Purchase Total \$
Admin Fee %
Admin Fee \$

3.11.2. Other Reports

Other reports preferred by RPS and Equalis Group include:

- Distributor(s) performance reports, including fill rates, substitution rate, on-time deliveries, and any other performance metric indicating the performance of the Winning Distributor(s).
- Stocking report, including all products currently being stocked at a given distribution location.
- Value-added reports, including conversion opportunity reporting, incentive tracking, Cooperative Member scorecards and any other value-added report a distributor(s) can offer.

3.11.3. Training & Self-Service

Respondents should outline any reporting which can be obtained by RPS or Equalis Group staff on demand. Include any training that is made available.

3.12. Communication

Distributor(s) shall designate a contact person to work with RPS.

Nutritional Information: Distributor(s) will provide Product Specification Sheets, CN Label Sheets, and Nutrient Data Sheets on all products, either in paper or electronic form, upon request from RPS.

Reports: Distributor(s) will provide all reports as requested by RPS within five (5) business days.

3.13. Payment Terms

The schools shall remit payment to the Distributor(s) within 30 days from the date of receipt and approval of invoices. Districts will not pay interest on late payments.

4. STANDARD TERMS AND CONDITIONS

The following standard terms and conditions shall be incorporated into the agreement.

4.1. Recordkeeping

Books and records of RPS's purchases shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts and transcriptions by RPS, state and federal representatives, and auditors.

4.2. Auditing Rights

RPS and its agent, Equalis Group reserves the right to conduct quarterly audits to ensure RPS receives the agreed upon contracted price, and that all costs meet the allowable costs standards per 2 CFR 200.403 and the applicable cost principles in 2 CFR 200, subpart E. Distributor(s) shall be responsible for demonstrating that the frequency and adequacy of its efforts to obtain the best prices for goods covered by this contract are reasonable to accomplish this objective. The Distributor(s) shall furnish computer verification of costs for line items to be price verified quarterly. These reports will be due to RPS by the 15th of the month following the calendar quarter. RPS will provide a listing of items to be verified, not to exceed 30 items, and the date of the pricing period to be verified. If an error rate over 10 percent is found, a complete market basket audit may be performed. The Distributor(s) shall provide cost data from purchases between distribution centers or departments within their own organizations and from cooperatives to which they belong.

The members of RPS expect full restitution of any mistakes found to be in the members favor during an audit, and that full actions are taken to correct any procedures that allowed the mistake to happen.

4.3. Food Laws

Distributor(s) shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities.

A letter of guarantee of compliance with food laws and HACCP plan shall be attached to this RFP.

Upon request from RPS, Distributor(s) shall also provide:

- latest facility inspection forms and comments from applicable federal, state and local agencies,
- procedures for food safety and sanitation, including procedures used for product holds or recalls.

Foods received shall maintain the cold chain, where applicable. Frozen products shall arrive frozen, refrigerated and dry goods not frozen. All food shall be received in good condition. The Distributor(s) shall not be paid for items that do not comply with temperature requirements, damaged products or products that show signs of spoilage.

4.4. Insurance

Distributor(s) shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, and Automobile Liability Insurance.

Distributor(s) shall provide certificates of insurance. Should any required insurance be cancelled before the expiration date, the issuing company will mail thirty (30) days written notice to RPS.

4.5. Taxes

Schools in RPS are exempt from state sales tax. All invoices shall not include any state sales tax charges. The schools shall provide Tax ID upon request.

4.6. ORA (Open Records Act)

In accordance with the Open Records Act, proposals submitted may be made available to the public upon request. As some information may be considered proprietary or confidential, bidders are asked to submit a "public" version of their proposal. With this copy, include an outline of items that were removed.

4.7. Undocumented Workers

Pursuant to C.R.S. § 8-17.5-102, RPS may not enter into, nor renew, a contract for services with contractors who knowingly employ or contract with undocumented workers under said contract. Work under the contract also may not be subcontracted to contractors who employ or contract with undocumented workers to perform work under the contract. An undocumented worker is defined as a person who is not a citizen or a legal resident of the United States and does not hold a valid work visa from the United States government to earn wages for services rendered.

Bidders shall submit a written certification with the notarized signature of a principal of the company, such as the president, vice-president, or owner, stating that the firm understands the provisions of C.R.S. § 8-17.5-101 et seq. and does not, to his or her knowledge, currently employ or contract with undocumented workers (Attachment F). In addition, each bidder shall certify that it has participated in or attempted to participate in the basic employment verification pilot program established by Public Law 104-208, as amended by Public Law 108-156, and administered by the United States Department of Homeland Security. The successful bidder shall be required to enter into a contract with RPS including the following provisions:

Contractors shall not knowingly employ or contract with undocumented workers to provide services under the contract. Contractors shall enter into contracts with all subcontractors that require that the subcontractors certify to contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under the public contract. Contractor shall comply with the provisions

found in C.R.S. § 8-17.5-102 (2)(a).

In the event a successful bidder fails to comply with any of the foregoing requirements or the provisions of C.R.S. § 8-17.5-101, such noncompliance shall constitute a material breach of the contract and RPS, in its discretion, may terminate the contract and recover its actual and consequential damages.

4.8. Buy American

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. The “Buy American” requirement (7 CFR Part 210.21(d)) specifies that the schools should purchase domestically produced food and food products.

Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Programs be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:

1. the product is not produced or manufactured in the US in sufficient, reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and
2. competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.

ALL products that are normally purchased by Distributor(s) as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor(s) shall outline their procedures to notify the schools when products are purchased as non-domestic.

1. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing, by the Food Service Director, prior to the delivery of the product to the schools.
2. Any non-domestic product delivered to the schools, without the prior, written approval of the Food Service Director, will be rejected.
3. Distributor(s) will provide a Non-Domestic product statement upon request.

Distributor(s) will affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule by signing this RFP.

4.9. Certification Regarding Debarment or Suspension

The Distributor(s) certifies that neither the Distributor(s) or its principals; the sub-recipients or their principals; or the subcontractors or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal government pursuant to Executive Orders 12549 and 12689. The Distributor(s) specifically covenants that neither the Distributor(s) nor its principals; the subcontractors or their principals; nor the sub-recipients or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA"). By responding to RFP the respondent is certifying they are in "Good Standing".

4.10. Lobbying

Distributor(s) will submit a certificate that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any federal agency or Congress with respect to the awarding of a federal contract, etc.

If Distributor(s) has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor(s) is required to submit a "Disclosure Form to Report Lobbying" at the time of the executed contract and at the time of any renewals.

4.11. Other Federally Required Contractual Provisions

Distributor(s) is required to comply with the following provisions, as applicable:

- Contract Work Hours and Safety Standards Act
- Equal Employment Opportunity
- Davis-Bacon Act
- Clean Air Act and the Federal Water Pollution Control Act

4.12. Right to Inventions Made Under Contract

USDA shall have all the Rights to Copyrights, Patent Rights and Rights in Data and Reporting of Discoveries and Inventions (as applicable). Additionally, all Rights to Inventions Made Under this Contract or Agreement, pursuant to 200 CFR Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards (F).

4.13. Formation of Master Agreement

A response to this solicitation is an offer to establish a Master Agreement with RPS and Equalis Group based upon the terms, conditions, scope of work, and specifications contained in this request. A contract is formed when an award is made and the RPS Board President or designee signs the Master Agreement Signature Form. The Respondent must submit a signed Master Agreement Signature Form with the response, thus eliminating the need for a formal signing process.

4.14. Non-Performance of Contract and Termination

Except as may be otherwise provided by this document, an award/contract may be terminated in whole or in part by either party in the event of failure by the other party

to fulfill its obligations under this awarded through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given:

- a) at least thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- b) an opportunity for consultation with the terminating party, followed by a reasonable opportunity of not more than ten (10) business days or such other reasonable amount of time as may be required under the circumstances, to rectify the defects in products or performance, prior to termination.

4.15. Changes to Contract

Mutually agreed upon changes to this contract between the awarded recipient and RPS board must be followed up with an addendum.

4.16. Termination for Cause or Convenience

RPS may terminate an award prior to the expiration of the term, with or without cause and without penalty, upon thirty (30) days written notice to the selected Distributor(s).

4.17. Final Payments

Upon any termination of the award, the schools will pay for all earned amounts to include a pro-rata portion of monthly amounts for products or services completed up to the effective date of termination within sixty (60) business days. The selected Distributor(s) shall reconcile all outstanding credits, submit all required reports and any other information within sixty (60) business days of termination.

4.18. Agreement Period

July 1, 2024 to June 30, 2025

Option for four (4) one-year renewals with an evaluation by February 1st of each year.

4.19. Written Protest Procedures

Any bidder, person, or entity may file a bid protest with RPS. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing, to the Contract Administrator no later than 3 business days after the date of the Bid award or notice of unsuccessful bid. Contract Administrator will investigate the basis for the Bid protest and analyze all facts. RPS will notify the Bidder whose Bid is the subject of the Bid protest of evidence found as a result of the investigation, and afford the Bidder an opportunity to rebut such evidence, and permit the Bidder to present any evidence that the bid and/or contract award was done in an unfair or biased manner. RPS will issue a written decision within 15 business days following receipt of the Bid protest, unless factors beyond RPS's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Cooperative. A copy of this decision will be furnished to the protestor and any other parties affected.



Shamrock Foods Company is pleased to present the following written proposal in response to RFP #RPS-1010, Request for Proposals (RFP) School Food Service Distributor.

Shamrock Foods has been servicing K-12, Military, Healthcare, Non-Profits/Food Banks, Restaurants, and all other segments of Food Service throughout our 100-year history. School Foodservice has grown to represent a significant percentage of our business over the past 20 years and the ownership of Shamrock is committed to supporting the mission of our School Foodservice Customers to feed hungry children and their communities. Shamrock's opening of our new semi-automated 950,000 sq. ft. warehouse in Aurora, Colorado in 2022 gives us the capacity to not only service current Rockies Procurement Services (RPS) Members in Colorado & Wyoming but has allowed us to expand our distribution footprint to Kansas, Montana, Nebraska, and South Dakota. This and our other distribution warehouses in Arizona, California, Idaho, Montana and New Mexico makes Shamrock the largest independent distributor in the Western United States.

Rockies Procurement Services (RPS) and Equalis Group are seeking a Distributor partnership that could be used in multiple markets and would lead to competitive Distribution Bids across those markets. Shamrock Foods negotiates with suppliers to leverage our volume to secure competitive contracts. The value of these contracts combined with Avendra manufacturer cost deviations will provide the most competitive pricing available for RPS Members. Shamrock's dedicated Education Team is trained on USDA Guidelines for SBP, NSLP, CACFP and other federally funded child nutrition programs. The combination of this, along with our investment in our people, our resources, and the relationships we have with our customers and suppliers positions Shamrock as a premier distributor to partner with RPS and Equalis Group to successfully achieve the long term goals for growth.

Regarding our response to RFP #RPS-1010:

3. REQUIREMENTS

3.1 □ Pricing & Market Basket - Shamrock is providing pricing for Attachment E, Market Basket Price List utilizing competitive contracts provided by our suppliers. As a broadline distributor, Shamrock will source competitive pricing for all additional items required by Rockies Members in compliance with USDA regulations. Specification/Nutritional information is being submitted for all “alternate” products quoted in this proposal. It is understood that quantities are based on historical usage and upon award, Shamrock will work with individual District Members to establish future demand needs.

3.1.1 □ Pricing Method and Fees - Landed costs to Shamrock are listed in the Market Basket; all vendor discounts are passed through net off invoice to RPS and are reflected in the pricing presented. Manufacturer contracted costs are firm for the first year of contract, or as noted on the Market Basket, Attachment E (products with cost plus fixed fee market pricing are noted – i.e., fresh produce that fluctuates weekly). If Shamrock is awarded a contract under this RFP, cost plus fixed fee will be pricing method to determine total price of product that will be reflected on the Member’s invoice. No additional fees will be charged to RPS Members that meet the agreed upon minimum drop size per delivery. Customized reporting to meet the needs of RPS and its Members is available at no additional cost. Shamrock maintains records of all RFP documents, including correspondence between all parties for vendor contracts and pricing documentation regarding price increases and product status. Contracts are confidential and exclusive to Shamrock, however, are available for review through a formal audit process.

3.1.2 □ Product & Pricing Coverage – Upon award, Shamrock will provide pricing on the full list of remaining products required by RPS. Shamrock will request contracted pricing from our suppliers for additional items and will use the same pricing methodology as

indicated on the Market Basket. RPS Members will have the option of full access to the Shamrock catalogue of products and all products without a firm contracted cost will be locked with the fixed fee in place.

3.1.3 **Manufacturer Deviation Management** – Shamrock systems include the capabilities to load contracted manufacturer deviations; pricing that is most advantageous to RPS will be locked to ensure correct invoice price to Members. Shamrock utilizes a billback with proof of performance method to recoup the manufacturer deviations passed on to customers. This system is the data feed that generates the reporting requirements referenced in 3.11.

3.2 **Ordering Procedures** – Shamrock's online order entry platform is ShamrockORDERS. Training will be provided at the district and site levels as needed. Ordering by Email and phone is an option, but most customers prefer the convenience of ShamrockORDERS as it allows them to place orders on their time schedules and it provides real time information on inventory levels and receiving dates & quantities for inbound product. Orders can also be uploaded into the system via CSV files. Shamrock offers alternate standard integrations for ordering; see *Shamrock Foods Electronic Capabilities* included in this proposal. Upon award, order entry training will be coordinated with each RPS Member District.

3.3 **Additional Incentives** –

A quarterly average drop size discount incentive is offered as follows:

Drop size Incentive

Drop Size	Quarterly Discount
>\$10,000	1.00%
>\$18,000	1.50%

Incentive discount will be issued quarterly to the individual RPS Member Districts as a credit no more than thirty days after the end of the previous quarter.

3.4 **Estimate Quantities** - Shamrock will work with districts on an individual basis to determine accurate demand forecasting.

3.5 **USDA Foods** - USDA Foods processed products are available NOI or Closed Code NOI (FFSD) for the processors listed below, along with a couple of key points on the program.

- On-line real-time USDA Foods banks for further processed products are updated daily and are visible in ShamrockORDERS.
- NOI and FFSD transactions are drawn down at time of invoice and transmitted to K-12 and ProcessorLink per Processor's Distributor Processing Agreement.

<u>PROCESSOR LINK</u>	<u>K12 FOODSERVICE</u>
Albie's	Basic American
Bake Crafters	Conagra
Bongards	ES Foods
Brookwood Farms	Foster Farms
Buena Vista	International Food Solutions
Chefs Corner	J&J Snack Foods
Cargill/Sunny Fresh	Jennie-O
Del Monte	JTM
Don Lee Farms	MCI/Los Cabos
Foster Farms	Michael Foods
High Liner Foods	Peterson Farms
Idahoan	Red Gold
Integrated Foods	Smucker's
Kraft Heinz	Tony Roberts
Land O' Lakes	Tyson/Hillshire
McCain	
National Food Group	<u>PROCESSOR REBATE</u>
Pilgrim's Pride/Gold Kist	Ardella's
Rich Chicks	Nardone's
Rich Products	Arizona Gold/Velmar
S.A. Piazza	
Schwan's	
Tasty Brands	
Trident	
Yang's (Ling's)	

3.6 **Stocked Items, Substitutions and Special Orders** – Shamrock requires a minimum of 15 cases a week for stocked items; this is not 15 cases a week per district but is a combined average for all customers. SUR (Ship upon Receipt) is a service that affords customers visibility to order slower moving products that are not in stock but can be ordered to arrive on the next inbound vendor PO. Special Order is available; lead times and vendor minimums vary. Post pandemic, Shamrock's order fill rate averages above 97%, with improving fill rates as we recover from historic supply chain challenges. This is achieved by strong communication with our suppliers to ensure that if the supplier has a known supply gap on a product, a nutritionally, cost comparable product is secured and offered to the Member for approval in advance. Product substitutions are always pre-approved by customers.

3.7 **Nutritional Information** - Nutritional Information, Product Formulation Statements and other required data will be provided by our Bid Team upon request. Nutritional information included as attached for all alternates on the Market Basket.

3.8 **Local Food Purchasing Initiatives** – Shamrock Foods prides itself on sourcing locally produced products in each of the markets we serve. Currently, Shamrock Colorado sources products from 70 Colorado suppliers; a list of these suppliers is included in this proposal (SFC Locally Sourced Suppliers).

3.9 □ Delivery – Shamrock will work with districts on required delivery days/times and will adjust as needed. It is understood that all pricing is the delivered price with no additional charges and no fuel surcharges will be applied. Shamrock's process for weather and other service disruptions is to reach out to districts prior to load out when there are expected weather related closures (i.e., heavy snow creating road closures or school closures). Sometimes schools need their deliveries even when closed and we work with districts on an individual basis to either arrange for the sites to accept deliveries if the trucks are able to get through or to reschedule when operations resume.

3.10 □ Geographic Footprint – Shamrock has reviewed the delivery sites in Attachment B.2. Shamrock will provide services to all current RPS Member sites as listed. In addition to 4 Systems warehouses, Shamrock currently ships from these Broadline warehouse locations:

- Phoenix, AZ
- Eastvale, CA
- Aurora, CO
- Boise, ID
- Billings, MT
- Albuquerque, NM

Shamrock also operates 13 Food Service Warehouses (will call pick up & self-serve) across the Western U.S. with 6 in Colorado:

- Aurora
- Colorado Springs
- Denver
- Ft. Collins
- Grand Junction
- Louisville

SHAMROCK FOODS COMPANY
CURRENT DISTRIBUTION FOOTPRINT



3.11 □ Reporting Requirements – Shamrock can provide a variety of customized reporting to meet the needs of RPS and its Members. These include but are not limited to: 1) Velocity Reports, 2) Descending Sales/Cases by site with district rollup, 3) Delivery On Time, 4) Purchases on contract/off contract, 5) Weekly History for Purchasing Patterns, 6) NOI Processing Reports and 7) Vendor Scorecards. Reports will be provided within 5 business days of request & the Spend Report by the 15th day after the end of the previous month. Automated reporting can also be created to be sent to specified recipients on an established frequency.

3.11.1 □ Spend Report – Report examples included as attachments.

3.11.2 □ Other Reports – Shamrock will work with RPS and Equalis on these reports and other reporting as required:

- Distributor Performance Reports
- Stocking Reports

- Value added reports for conversion opportunities incentive tracking, Cooperative Member Scorecards and Vendor Scorecards

3.12 Communication - A single point of contact will be assigned to work with RPS. Members will have a dedicated Account Manager to assist with training, forecasting and more complex needs as well as access to Shamrock's School Support Team for quick resolution to day-to-day tasks.

- Nutritional Information, Product Formulation Statements and other required data will be provided by our Bid Team upon request.
- Training – We are proud of our 22-member Education Sales Team, Bid Team and Nutrition Services Group that includes 4 Registered Dietitians, 4 SNS, 6 Nutrition Related Degrees, and 2 that managed Child Nutrition Programs for the Arizona Department of Education. Shamrock's Education Team is trained on USDA Guidelines for SBP, NSLP, CACFP and other federally funded child nutrition programs. We have a web-based menu program developer and a robust system that not only provides menus, but production records, nutritional analysis, shopping lists and food cost. Our Team stays up to date on USDA and State Regulations by involvement in SNA, ACDA and State sponsored training webinars. We conduct trainings for our customer groups on menu planning, Administrative & Procurement Review preparation, Serve Safe, Proper Food Handling, use and capabilities of our on-line Order Entry System and introduced a "Labor Lean" program for our school customers during the challenges faced during the pandemic.
- Tools available to facilitate and improve efficiencies:
 - Our CBORD Web Based menu program provides all components required to meet USDA Nutrition Guidelines, including production records and cost analysis.
 - Customers also have visibility and access to non-stocked products using the "SUR" ship upon arrival ordering service.
 - Customized locked Order Guides can be created as requested by Co-op Members
 - Locked Order Guides by week to match Menu Cycle
 - Master accounts can be set up for exclusive access by designated personnel

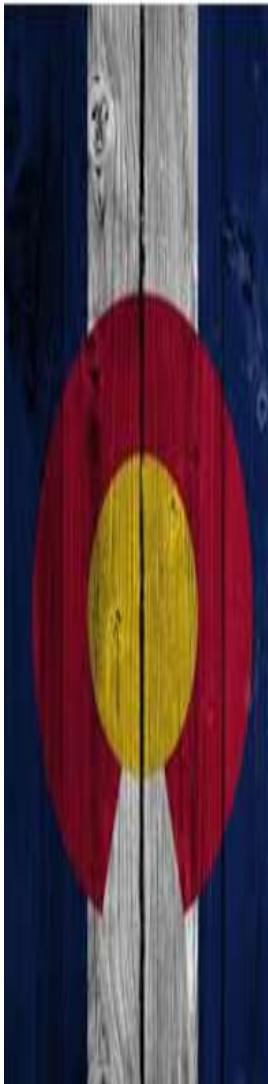
3.13 Payment Terms – Net 30

We sincerely appreciate this opportunity for a potential partnership with Rockies Procurement Services in our shared commitment to Child Nutrition.

Miami/Yoder 60 JT	Miami/Yoder	420 S RUSH RD	RUSH	CO	808330000	T	7am-2pm	1	340	17	Okay
Moffat County RE NO 1	MOFFAT COUNTY SCH DIST	900 FINLEY LN	CRAIG	CO	816250000	M -Th two Day Truck (1st day)	6am-12pm	2	2,121	106	Okay
SOUTH ROUTT RE-3	SOUTH ROUTT SCHOOL DISTRICT RE-3	305 S GRANT	OAK CREEK	CO	804670000	TH	12pm-4pm	1	356	18	Day change?
Peak to Peak	PEAK TO PEAK CHARTER SCHL	800 MERLIN DRIVE	LAFAYETTE	CO	800262146	M	1201am-7am	1	1,448	72	Day change?
Peyton 23 JT	PEYTON ELEMENTRY SCHOOL	13350 BRADSHAW RD	PEYTON	CO	808319003	T	11am-2pm	1	620	31	Okay
Peyton 23 JT	PEYTON HIGH SCHOOL	13885 BRADSHAW RD	PEYTON	CO	808319008	T	6am-12pm	1		31	Okay
Platte Valley RE-7	PLATTE VALLEY ELEMENTARY	601 CLARK STREET	KERSEY	CO	806440000	TH	7am-1pm	1	1,094	36	Day change?
Platte Valley RE-7	PLATTE VALLEY MIDDLE SCL	700 HILL STREET	KERSEY	CO	806440000	TH	7am-1pm	1		36	Day change?
Platte Valley RE-7	PLATTE VALLEY SD RE7 KRSY	910 CAMPBELL STREET	KERSEY	CO	806440000	TH	7am-1pm	1		36	Day change?
RANGELEY RE-4	RANGELEY RE-4	550 RIVER ROAD	RANGELEY	CO	816482205	TH	8am-4pm	1	488	49	Okay
Ridgway R-2	RIDGWAY SCHOOL	1200 GREEN STREET	RIDGWAY	CO	814320000	M-TH	7am-12pm	1	336	34	Day change?
Roaring Fork RE-1	BASALT ELEMENTARY	151 E COTTONWOOD DRIVE	BASALT	CO	816210000	T	7am-12pm	1	5,772	52	Okay
Roaring Fork RE- 1	BASALT HIGH SCHOOL	600 SOUTHSIDE DR	BASALT	CO	816210000	T	7am-12pm	1		52	Okay
Roaring Fork RE- 1	BASALT MIDDLE SCHOOL	51 SCHOOL STREET	BASALT	CO	816210000	T	7am-12pm	1		52	Okay
Roaring Fork RE- 1	CARBONDALE MIDDLE SCHOOL	180 SNOWMASS DRIVE	CARBONDALE	CO	816230000	T	7am-12pm	1		52	Okay
Roaring Fork RE- 1	CRYSTAL RIVER ELEM SCHOOL	160 SNOWMASS DRIVE	CARBONDALE	CO	816230000	T	7am-1pm	1		52	Okay
Roaring Fork RE- 1	GLENWOOD SGPS ELEMENTARY	915 SCHOOL ST	GLENWOOD SPRINGS	CO	816010000	T	7am-2pm	1		52	Okay
Roaring Fork RE- 1	GLENWOOD SGPS MIDDLE SCH	120 SOCCER FIELD ROAD	GLENWOOD SPRINGS	CO	816010000	T	630am-2pm	1		52	Okay
Roaring Fork RE- 1	GLENWOOD SPRINGS HIGH SCH	1521 GRAND AVE	GLENWOOD SPRINGS	CO	816013809	T	630am-2pm	1		52	Okay
Roaring Fork RE- 1	RiveView School	228 FLYING M RANCH RD	GLENWOOD SPRINGS	CO	816010000	T	6am-12pm	1		52	Okay
Roaring Fork RE- 1	ROARING FORK HIGH SCHOOL	2270 HIGHWAY 133	CARBONDALE	CO	816232166	T	7am-5pm	1		52	Okay
Roaring Fork RE- 1	SOPRIS ELEMENTARY	1150 MT SOPRIS DR	GLENWOOD SPRINGS	CO	816010000	T	7am-1pm	1		52	Okay
SSD2	ALICE TERRY ELEMENTARY	4485 S IRVING ST	ENGLEWOOD	CO	801105205	W	6am-12pm	1	1,125	28	Okay
SSD2	EARLY CHLDHO SHERIDAN SD2	4107 S FEDERAL BLVD	ENGLEWOOD	CO	801104316	W	6am-1pm	1		28	Okay
SSD2	FT LOGAN NORTH GATE	4000 S LOWELL BLVD	DENVER	CO	802363105	W	6am-12pm	1		28	Okay
SSD2	SHERIDAN HIGH SCHOOL	3201 W OXFORD AVE	DENVER	CO	802366204	W	6am-1pm	1		28	Okay
St Vrain Valley RE 11 WH	ST VRAIN VALLEY SCHOOLS	2929 CLOVER BASIN DR	LONGMONT	CO	802501000	W-Th	6am-12pm	2	32,639	34	Okay
Thompson R2-J WH	THOMPSON VALLEY SCHL DIST	2890 N MONROE AVE	LOVELAND	CO	805380000	W-F	6am-12pm	1	15,212	1520	Okay
Weld County RE- 1	PETE MIRICH ELEMENTARY	300 1ST AVE	LA SALLE	CO	806450000	T	7am-11am	1	1,837	61	Okay
Weld County RE- 1	SOUTHVALLEY MIDDLE SCHOOL	1004 S MAIN ST	PLATTEVILLE	CO	806310000	T	7am-11am	1		61	Okay
Weld County RE- 1	VALLEY HIGH SCHOOL	903 BIRCH	GILCREST	CO	806230156	T	7am-12pm	1		61	Okay
Weld RE-4 WH	WINDSOR-WAREHOUSE	180 N 8TH STREET	WINDSOR	CO	805500000	W	8am-12pm	1	8,228	822	Okay
Weld RE9	HIGHLAND ELEMENTARY	101 N 2ND STREET	PIERCE	CO	806500000	W	8am-1pm	1	993	50	Okay
Weld RE9	WELD CTY SCHOOL DIST RE-9	209 W 1ST ST	AULT	CO	806100068	W	630am-2:30pm	1		50	Okay
Windsor Charter	Windsor Charter Academy	680 ACADEMY CT	WINDSOR	CO	805503101	TH	6am-10am	1	1,480	74	Okay
Windsor Charter	WINDSOR CHARTER ACADEMY Mid/HS	810 AUTOMATION DR	WINDSOR	CO	805503125	TH	6am-10am	1		75	Okay
									Average Total	139	
										13737	

SHAMROCK COLORADO LOCAL SUPPLIERS

ARTISANAL PROVISIONS PRODUCE MEAT SEAFOOD



BRAND	LOCATION
AMBROSIAN/BELLA VIA FOODS	Longmont, CO
ARDENT MILLS LLC	Denver, CO
BHAKTI CHAI	Boulder, CO
BEE SQUARED HONEY	Berthoud, CO
BIG B's JUICES	Hotchkiss, CO
BING BEVERAGE	Denver CO
BOULDER CANYON CHIPS	Boulder, CO
BOULDER SAUSAGE	Boulder, CO
BURRITO KITCHENS	Denver, CO
CANYON BAKEHOUSE	Johnstown, CO
CASTLE ROCK MEATS	Denver, CO
CELESTIAL SEASONINGS	Boulder, CO
COLORADO CATCH	Sanford, CO
COLORADO ICE WORKS	Denver, CO
COLORADO TORTILLA	Denver, CO
CONTINENTAL SAUSAGE/CHARCUTNUVC	Denver, CO
CUSTOM CORNED BEEF	Wiggins, CO
DEBY'S GLUTEN FREE	Denver, CO
ECO-PRODUCTS	Boulder, CO
ELDORADO WATER	Louisville, CO
ELEVATION GOURMET	Denver, CO
ELEVATION MEATS	Denver, CO
FAGERBERG PRODUCE	Eaton, CO
FRONTIER TROUT RANCH	Saguache, CO
GOLD CANYON MEAT CO.	Commerce City, CO
HARVEST MOON BAKING	Denver, CO
HEALTHY HARVEST	Berthoud, CO
HICKMANS EGG RANCH	Aurora, CO
HIRAKATA FARMS	Rocky Ford, CO
HONEY SMOKED FISH	Denver, CO
HOUSE OF SMOKE	Ft. Lupton, CO
IZIO BAKERY	Boulder, CO
JENSEN FOODS	Brighton, CO
JUSTIN'S	Boulder, CO
KALERIA	Denver, CO

BRAND	LOCATION
KEEN ONE FOODS	Boulder, CO
KIM'S GOURMET	Castle Rock, CO
LAZO	Denver, CO
LEPRINO	Denver, CO
MADHAVA HONEY	Boulder, CO
MARCO'S READY FOODS	Denver, CO
MERFS CONDIMENTS	Denver, CO
MOR KOMBUCHA	Denver, CO
MOUCO CHEESE COMPANY	Fort Collins, CO
NOOSA YOGURT	Fort Collins, CO
PAPPARDELLE'S PASTA	Denver, CO
PETROCCO FARMS	Brighton, CO
POLIDORI	Denver, CO
PIER 22 SIGNATURE SEAFOOD	Denver, CO
QUESO CAMPESINO	Brush, CO
RAQUELITAS TORTILLAS	Denver, CO
RED BIRD FARMS	Denver, CO
RICE'S HONEY	Greeley, CO
ROCKING W CHEESE	Olathe, CO
ROCKY MOUNTAIN SPICE	Denver, CO
ROME SAUSAGE	Denver, CO
RODELLE	Fort Collins, CO
ROWDY MERMAID KOMBUCHA	Boulder, CO
SHERPA CHAI LLC	Boulder, CO
SPROUTS EXTRAORDINAIRE	Denver, CO
STROHAUER FARMS	La Salle, CO
SWEET ACTION ICE CREAM	Denver, CO
SWEET ESCAPES	Longmont, CO
TEAKOE	Denver CO
TEATULIA TEA	Denver, CO
TENDER BELLY	Denver, CO
TICO'S	Denver, CO
TRINIDAD BENHAM CORP.	Trinidad, CO
TWO LEAVES AND A BUD INC	Basalt, CO
WHITEWAVE FOODS	Boulder, CO



Shamrock Foods Electronic Capabilities

Ver. 2.2 / 12 August 2020

Introduction

At Shamrock Foods we strive to add value to our customer's technology requirements. Our I.S. team aides in this by offering a set of standard integrations for ordering, invoices, etc. In many cases, new customers can be brought on-line very quickly and are doing business within days. Contained in this memo are some of the integrations that our IT team offers.

General Integration Information:

• <input type="checkbox"/> Transfer Methods:	AS/2, sFTP, FTP, EDI Van (ICC), Email Attachments.	
• <input type="checkbox"/> Formats:	Standard EDI X.12 (810,820,832,850,855,856,860,997) CSV, Fixed and Delimited Flat Files, XML	
• <input type="checkbox"/> 3rd Parties (Current Integrations):		
ADACO / Fourth, Inc.	FoodBuy	Procurement Partners
ADP Invoicing	FoodLogiQ	Profit Builders
AFS Technologies	FoodTrak	Profit Pro Plus
Agilysys/Stratton Warren	Galley Solutions	QSR
Aim_It / eFish / Point Blank	Grove Menus	RBI
Altametrics	Harris School Solutions	Reactor Net/ePro
ArrowStream	Horne	Red Rock
BEC	iFooDS	Restaurant 365
Birchstreet	InfoSync	Restaurant 365 Direct
Branded Procurement	Intalere	Restaurant Development Group
C.H. Robinson	Intalogix	Restaurant Office Intelligence
CBORD	Inventory Express/Rosnet	Rosnet
ChefTec	Kitchify	RSI
Clear Sky	Market Man	RTI
Compeat	Marketview	SAGE/API Outsourcing Inc
Computrition	Mas90	Simple Order 123
Cost Guard	Menumaster	Southwest Foodservice
Coupa	NCR – MenuLink, Radiant, Aloha	Excellence/Innovate eCommerce
Craftable / Bevager / Foodager	Nexin	SPS
CrunchTime / NetChef	Office Intelligence	STEM/Concession Intl
CRVS	onCare	Stratton-Warren
Ctuit	OneSource	Synergy Suite
Dataurant	Optimum Control / TracRite	Syrus
Decision Logic	Orca	Titan School Solutions
Dining Edge	Orderly	To Market
Direct EDI	Par Data Central/ Restaurant	Toast
Dumac	Magic	Upserve / Breadcrumb
Eatec	PDI / ProfData	Wand / WandNextGen
Entegra	PeachWorks	xtraChef
eRestaurants	PlateIQ	Yardi
EZ Chef	POSitouch	YellowDog
FireStream	Point Blank	ZippyYum

- **Custom:** Many times a customer will have unique needs that Shamrock can accommodate with a small amount of effort. Wendy's, Walmart, and Subway are just a few examples.

Process:

The sales representative or the on-boarding team will work with the customer to initially establish customer's reporting, ordering and file set-up requirements. Important information would be:

1. What type of information would be exchanged – Invoices, Purchase Orders, etc.
2. What format of communication can the customer accept – E-Mail, FTP, etc.
3. Is there a 3rd party system involved – Does the customer use a 3rd party system to order, etc.
4. The information above would be gathered and submitted via the B2B data Service request by the sales representative or the on-boarding team. The I.S. team would then review the information, and if further clarification is needed, would contact the customer and/or work with their 3rd party system provider. From there, the work is prioritized and scheduled to be built.

	OT	In Full?	OTIF	Total
Arizona	80	80	73	87
No Cal	250	270	245	275
So Cal	462	451	416	500
Grand Total	792	801	734	862

	OT	In Full?	OTIF	Total
Arizona	92.0%	92.0%	83.9%	87
No Cal	90.9%	98.2%	89.1%	275
So Cal	92.4%	90.2%	83.2%	500
Grand Total	91.9%	92.9%	85.2%	862

10/17/2023 0:00 So Cal	20008584 CUSTOMER 835	TueThuSat	63	63	0	1	62	2509.79	2512.13	10/17/2023 9:57	10/17/2023 9:19 Y	LATE	N	N
10/17/2023 0:00 So Cal	20008584 CUSTOMER 836	TueThuSat	74	72	0	0	72	3155.25	3152.51	10/17/2023 7:07	10/19/2023 5:24 N	LATE	Y	Y
10/17/2023 0:00 So Cal	20008584 CUSTOMER 837	TueThuSat	89	87	0	0	87	3250.75	3250.47	10/17/2023 5:11	10/21/2023 4:19 Y	LATE	Y	Y
10/16/2023 0:00 No Cal	20008584 CUSTOMER 838	MonWedSat	47	47	0	0	47	2477.03	2481.49	10/16/2023 5:21	10/18/2023 7:41 Y	LATE	Y	Y
10/18/2023 0:00 Arizona	20008547 CUSTOMER 839	MonWedSat	64	64	0	0	64	2236.7	2243.36	10/18/2023 7:04	10/18/2023 7:41 Y	EARLY	Y	Y
10/21/2023 0:00 Arizona	20008647 CUSTOMER 840	MonWedFri	77	75	0	0	75	2937.6	2950.18	10/21/2023 4:09	10/21/2023 8:39 Y	EARLY	Y	Y
10/18/2023 0:00 Arizona	20008841 CUSTOMER 841	MonWedFri	91	91	0	0	91	3406.95	3412.21	10/18/2023 6:34	10/18/2023 10:44 Y	EARLY	Y	Y
10/20/2023 0:00 No Cal	20008841 CUSTOMER 842	MonWedFri	149	149	0	0	149	3406.95	3412.21	10/20/2023 6:34	10/20/2023 10:44 Y	EARLY	Y	Y
10/14/2023 0:00 Arizona	20008841 CUSTOMER 843	MonWedFri	101	100	0	0	100	3819.28	3834.29	10/14/2023 4:51	10/14/2023 3:10 Y	LATE	Y	Y
10/16/2023 0:00 So Cal	20010568 CUSTOMER 844	MonWedFri	83	83	0	0	83	3019.84	3019.84	10/16/2023 5:57	10/16/2023 5:24 Y	LATE	Y	Y
10/20/2023 0:00 So Cal	20010568 CUSTOMER 845	MonWedFri	108	105	0	0	105	4242.62	4248.87	10/20/2023 0:51	10/20/2023 0:33 Y	LATE	Y	Y
10/18/2023 0:00 So Cal	20010568 CUSTOMER 846	MonWedFri	88	86	0	0	86	3635.31	3636.36	10/18/2023 5:59	10/18/2023 4:31 Y	EARLY	Y	Y
10/20/2023 0:00 So Cal	20011186 CUSTOMER 847	TueThuFri	123	123	0	0	123	3018.78	3019.39	10/20/2023 5:36	10/20/2023 4:47 Y	EARLY	Y	Y
10/17/2023 0:00 No Cal	20011385 CUSTOMER 848	TueThuFri	78	78	0	0	78	3274.21	3304.16	10/17/2023 7:12	10/17/2023 4:47 N	LATE	Y	N
10/19/2023 0:00 No Cal	20011385 CUSTOMER 849	TueThuFri	55	55	0	0	55	2122.25	2142.53	10/19/2023 7:52	10/19/2023 7:3 Y	LATE	Y	Y
10/20/2023 0:00 No Cal	20011385 CUSTOMER 850	MonWedFri	66	66	0	0	66	2451.35	2500.16	10/20/2023 2:28	10/20/2023 3:17 Y	EARLY	Y	Y
10/16/2023 0:00 No Cal	20011386 CUSTOMER 851	MonWedFri	58	58	0	0	58	2033.72	2033.72	10/16/2023 5:29	10/16/2023 5:18 Y	EARLY	Y	Y
10/16/2023 0:00 No Cal	20011386 CUSTOMER 852	MonWedFri	48	48	0	0	48	2078.29	2097.09	10/16/2023 4:56	10/16/2023 5:18 Y	EARLY	Y	Y
10/19/2023 0:00 So Cal	20011599 CUSTOMER 853	TueThuSat	147	146	0	0	146	5948.06	5969.09	10/19/2023 0:19	10/19/2023 3:51 Y	EARLY	Y	Y
10/21/2023 0:00 So Cal	20011599 CUSTOMER 854	TueThuSat	167	166	0	0	166	6686.22	6702.36	10/21/2023 5:48	10/21/2023 5:24 Y	LATE	Y	Y
10/17/2023 0:00 So Cal	20011599 CUSTOMER 855	TueThuSat	106	106	0	0	106	4080.93	4090.93	10/17/2023 1:23	10/17/2023 1:23 Y	LATE	Y	Y
10/18/2023 0:00 So Cal	20012386 CUSTOMER 856	MonWedFri	14	13	0	0	13	255.66	154.23	10/18/2023 3:19	10/18/2023 3:00 N	LATE	Y	N
10/20/2023 0:00 So Cal	20013560 CUSTOMER 857	MonWedFri	252	250	0	0	250	11004.03	11028.52	10/20/2023 5:34	10/20/2023 4:03 N	LATE	Y	N
10/18/2023 0:00 So Cal	20013560 CUSTOMER 858	MonWedFri	86	84	0	0	84	3314.12	3319.3	10/18/2023 3:25	10/18/2023 2:50 Y	LATE	Y	Y
10/14/2023 0:00 So Cal	20013560 CUSTOMER 859	MonWedFri	54	54	0	0	54	2510.03	2542.16	10/14/2023 5:19	10/14/2023 8:18 Y	EARLY	Y	Y
10/21/2023 0:00 Arizona	20014135 CUSTOMER 860	TueThuSat	77	76	0	0	76	3018.49	3018.56	10/21/2023 2:24	10/21/2023 2:24 Y	LATE	Y	Y
10/17/2023 0:00 Arizona	20014135 CUSTOMER 861	TueThuSat	152	152	0	0	152	5881.1	5935.84	10/17/2023 2:58	10/17/2023 2:08 Y	LATE	Y	Y
10/19/2023 0:00 Arizona	20014135 CUSTOMER 862	TueThuSat	65	65	0	0	65	2293.26	2307.11	10/19/2023 1:22	10/19/2023 2:16 Y	EARLY	Y	Y

Total Cases Ordered	74,188
Eastvale	43,779
Sacramento	23,994
Arizona	6,415

Total	Warehouse Outs	Damages	Mispicks	Short on Truck	Driver Returns	Total Operations
Cases	8	31	7	62	19	127
	0.01%	0.04%	0.01%	0.08%	0.03%	0.17%

Eastvale	Warehouse Outs	Damages	Mispicks	Short on Truck	Driver Returns	Total Operations
Cases	6	16	5	44	16	87
	0.01%	0.04%	0.01%	0.10%	0.04%	0.20%

Sacramento	Warehouse Outs	Damages	Mispicks	Short on Truck	Driver Returns	Total Operations
Cases	2	15	0	14	0	31
	0.00%	0.02%	0.00%	0.02%	0.00%	0.04%

Arizona	Warehouse Outs	Damages	Mispicks	Short on Truck	Driver Returns	Total Operations
Cases	0	0	2	4	3	9
	0.00%	0.00%	0.03%	0.06%	0.05%	0.14%

Total	Out of Stocks	Less Supplier Shortages	Total Purchasing
Cases	461	0	461
	0.62%	0.00%	0.62%

Eastvale	Out of Stocks	Less Supplier Shortages	Total Purchasing
Cases	406	0	406
	0.93%	0.00%	0.93%

Sacramento	Out of Stocks	Less Supplier Shortages	Total Purchasing
Cases	37	0	37
	0.15%	0.00%	0.15%

Arizona	Out of Stocks	Less Supplier Shortages	Total Purchasing
Cases	18	0	18
	0.28%	0.00%	0.28%

	Total	Eastvale	Sacramento	Arizona
Total Cases	74,188	43,779	23,994	6,415
Operations	127	87	31	9
Purchasing	461	406	37	18
Grand Total	588	493	68	27
Overall Fill Rate	99.21%	98.87%	99.72%	99.58%
Operational Fill Rate	99.83%	99.80%	99.87%	99.86%

Vendor Name	Cases Ordered	Cases Received	Vendor Fill Rate	Warehouse Desc
Vendor 1	211	211	100.00%	Arizona
Vendor 2	874	874	100.00%	No Cal
Vendor 3	336	336	100.00%	Arizona
Vendor 4	120	120	100.00%	No Cal
Vendor 5	611	611	100.00%	So Cal
Vendor 6	224	224	100.00%	So Cal
Vendor 7	228	228	100.00%	Arizona
Vendor 8	64	64	100.00%	So Cal
Vendor 9	28	28	100.00%	No Cal
Vendor 10	23	23	100.00%	Arizona
Vendor 11	64	64	100.00%	No Cal
Vendor 12	136	136	100.00%	So Cal
Vendor 13	126	126	100.00%	Arizona
Vendor 14	126	126	100.00%	So Cal
Vendor 15	2041	2041	100.00%	Arizona
Vendor 16	2830	2830	100.00%	So Cal
Vendor 17	480	480	100.00%	Arizona
Vendor 18	540	540	100.00%	No Cal
Vendor 19	480	480	100.00%	So Cal
Vendor 20	1701	1701	100.00%	So Cal
Vendor 21	40	40	100.00%	Arizona
Vendor 22	1008	1008	100.00%	So Cal
Vendor 23	81	81	100.00%	Arizona
Vendor 24	864	864	100.00%	So Cal
Vendor 25	732	732	100.00%	No Cal
Vendor 26	696	696	100.00%	So Cal
Vendor 27	1739	1739	100.00%	So Cal
Vendor 28	240	240	100.00%	Arizona
Vendor 29	196	196	100.00%	No Cal
Vendor 30	574	574	100.00%	So Cal
Vendor 31	25	25	100.00%	Arizona
Vendor 32	150	150	100.00%	Arizona
Vendor 33	960	960	100.00%	No Cal
Vendor 34	480	480	100.00%	So Cal
Vendor 35	300	300	100.00%	Arizona
Vendor 36	720	720	100.00%	So Cal
Vendor 37	634	634	100.00%	So Cal
Vendor 38	440	440	100.00%	No Cal
Vendor 39	760	760	100.00%	So Cal
Vendor 40	32	32	100.00%	Arizona
Vendor 41	192	192	100.00%	So Cal
Vendor 42	480	480	100.00%	Arizona
Vendor 43	66	66	100.00%	Arizona
Vendor 44	201	201	100.00%	Arizona
Vendor 45	98	98	100.00%	Arizona
Vendor 46	432	432	100.00%	So Cal

Vendor 47	24	24	100.00% So Cal
Vendor 48	243	243	100.00% Arizona
Vendor 49	654	654	100.00% No Cal
Vendor 50	590	590	100.00% So Cal
Vendor 51	202	202	100.00% Arizona
Vendor 52	268	268	100.00% No Cal
Vendor 53	720	720	100.00% So Cal
Vendor 54	820	820	100.00% No Cal
Vendor 55	500	500	100.00% So Cal
Vendor 56	1024	1024	100.00% So Cal
Vendor 57	90	90	100.00% Arizona
Vendor 58	315	315	100.00% No Cal
Vendor 59	708	708	100.00% Arizona
Vendor 60	300	300	100.00% No Cal
Vendor 61	108	108	100.00% So Cal
Vendor 62	1512	1512	100.00% Arizona
Vendor 63	270	270	100.00% So Cal
Vendor 64	270	270	100.00% Arizona
Vendor 65	438	438	100.00% Arizona
Vendor 66	45	45	100.00% So Cal
Vendor 67	532	532	100.00% Arizona
Vendor 68	640	640	100.00% So Cal
Vendor 69	108	108	100.00% Arizona
Vendor 70	129	129	100.00% So Cal
Vendor 71	280	280	100.00% Arizona
Vendor 72	120	120	100.00% So Cal
Vendor 73	300	300	100.00% No Cal
Vendor 74	500	500	100.00% So Cal
Vendor 75	96	96	100.00% So Cal
Vendor 76	163	163	100.00% Arizona
Vendor 77	389	389	100.00% So Cal
Vendor 78	1048	1048	100.00% No Cal
Vendor 79	1216	1216	100.00% So Cal
Vendor 80	904	904	100.00% So Cal
Vendor 81	353	353	100.00% Arizona
Vendor 82	54	54	100.00% So Cal
Vendor 83	535	535	100.00% So Cal
Vendor 84	36	36	100.00% So Cal
Vendor 85	2100	2100	100.00% No Cal
Vendor 86	1424	1424	100.00% No Cal
Vendor 87	2896	2896	100.00% So Cal
Vendor 88	180	180	100.00% No Cal
Vendor 89	300	300	100.00% So Cal
Vendor 90	501	501	100.00% So Cal
Vendor 91	440	440	100.00% Arizona
Vendor 92	196	196	100.00% So Cal
Vendor 93	570	570	100.00% Arizona

Vendor 94	70	70	100.00% Arizona
Vendor 95	1700	1700	100.00% Arizona
Vendor 96	684	684	100.00% So Cal
Vendor 97	905	905	100.00% Arizona
Vendor 98	672	672	100.00% No Cal
Vendor 99	1339	1339	100.00% Arizona
Vendor 100	708	708	100.00% Arizona
Vendor 101	50	50	100.00% So Cal
Vendor 102	607	607	100.00% Arizona
Vendor 103	4522	4522	100.00% So Cal
Vendor 104	396	396	100.00% So Cal
Vendor 105	716	716	100.00% No Cal
Vendor 106	1350	1350	100.00% So Cal
Vendor 107	300	300	100.00% Arizona
Vendor 108	684	684	100.00% No Cal
Vendor 109	2550	2550	100.00% So Cal
Vendor 110	3360	3359	99.97% So Cal
Vendor 111	2536	2535	99.96% No Cal
Vendor 112	1516	1515	99.93% Arizona
Vendor 113	1185	1182	99.75% No Cal
Vendor 114	294	293	99.66% No Cal
Vendor 115	5400	5381	99.65% So Cal
Vendor 116	3888	3873	99.61% No Cal
Vendor 117	1140	1132	99.30% No Cal
Vendor 118	1064	1049	98.59% No Cal
Vendor 119	36	35	97.22% Arizona
Vendor 120	1396	1342	96.13% So Cal
Vendor 121	555	526	94.77% Arizona
Vendor 122	495	429	86.67% Arizona
Vendor 123	212	151	71.23% So Cal
Vendor 124	720	504	70.00% No Cal
Vendor 125	1156	778	67.30% Arizona
Vendor 126	331	219	66.16% So Cal
Vendor 127	574	254	44.25% No Cal
Vendor 128	10	4	40.00% So Cal

Eastvale	4216771	WRAP, 12X12 PRINTED	0	WC01013	Vendor 246	5/1000/PK
Eastvale	1612451	WRAP, PAPER DRY WAX WHT 12X12	8.2	P057012	Vendor 247	5/1000/PK

0

9

11/1/2023

Customer A (0030567)

123 Candy Cane Lane



Account Manager

John Doe 720-867-5309

john_doe@Shamrockfoods.com

Customer Care 1-877-228-9030

NA_onestop@Shamrockfoods.com

Month	Year	Sales	# Deliveries	Ave/Delivery	Contracted Target 95%
February	2022	\$ 29,888.00	8	\$ 3,736.00	83%
March	2022	\$ 33,905.00	9	\$ 3,767.22	82%
April	2022	\$ 34,982.00	8	\$ 4,372.75	85%
May	2022	\$ 41,573.00	9	\$ 4,619.22	86%
June	2022	\$ 44,416.96	9	\$ 4,935.22	87%
July	2022	\$ 46,745.00	9	\$ 5,193.89	89%
Total/Average		\$ 231,509.96	52	\$ 4,452.11	

Comments:

Delivery days Mon -Thurs Cutoff 10:00pm

Current Bracket "5" 5,001 - \$7,000

August	2022	\$ 55,941.00	9	\$ 6,215.67	90%
September	2022	\$ 49,306.00	10	\$ 4,930.60	91%
October	2022	\$ 44,389.00	8	\$ 5,548.63	93%
November	2022	\$ 31,466.00	7	\$ 4,495.14	84%
December	2022	\$ 26,170.00	7	\$ 3,738.57	88%
January	2023	\$ 47,318.00	9	\$ 5,257.56	90%
Total/Average		\$ 254,590.00	50	\$ 5,091.80	
February	2023	\$ 41,018.00	8	\$ 5,127.25	92%
March	2023	\$ 41,210.00	9	\$ 4,578.89	93%
April	2023	\$ 34,701.00	5	\$ 6,940.20	91%
May	2023	\$ 45,684.00	8	\$ 5,710.50	95%
June	2023	\$ 47,868.00	9	\$ 5,318.67	93%
July	2023	\$ 26,186.00	8	\$ 3,273.25	93%
Total/Average		\$ 236,667.00	47	\$ 5,035.47	

August	2023	\$ 48,210.00	9	\$ 5,356.67	92%
September	2023	\$ 59,819.00	8	\$ 7,477.38	92%
October	2023			#DIV/0!	
November	2023			#DIV/0!	
December	2023			#DIV/0!	
January	2024			#DIV/0!	
Total/Average		\$ 108,029.00	17	\$ 6,354.65	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2375 E. Camelback Rd, Suite 250 Phoenix, AZ 85016 602 279-5800	CONTACT NAME: Rachel Forney		
	PHONE (A/C, No, Ext): -	FAX (A/C, No):	
INSURED Shamrock Foods Company, An Arizona Corporation 3900 E. Camelback Rd, #300 Phoenix, AZ 85018	E-MAIL ADDRESS: Rachel.Forney@usi.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Greenwich Insurance Company		22322
	INSURER B : Navigators Insurance Company		42307
	INSURER C : XL Specialty Insurance Company		37885
	INSURER D : Travelers Property Cas. Co. of America		25674
	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 INSR	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	RGE3001671	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	RAE500063301	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000	X	X	LA23UMR945216IV	10/01/2023	10/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input checked="" type="checkbox"/> N	N / A	RWE5000632 (AZ Only) RWD3001672 (All Other States)	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
D	Motor Truck Cargo			QT6602R597845TIL	10/01/2023	10/01/2024	\$100K Limit/\$25K Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Automobile Liability, and Umbrella policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured.

The General Liability, Automobile Liability, and Umbrella policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Rockies Procurement Services 333 Main Street Springfield, CO 81073	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 



PAGE 22 – CHECKLIST ITEM #7

**SHAMROCK FOODS DOES NOT
QUALIFY AS A MINORITY
BUSINESS ENTERPRISE,
WOMEN'S BUSINESS
ENTERPRISE OR LABOR
SURPLUS FIRM**

DESCRIPTIONS (Continued from Page 1)

Liability, Workers Compensation, and Umbrella policies provide a Waiver of Subrogation when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.,

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): All Locations as required per written contract.
Name Of Person(s) Or Organization(s) (Additional Insured): Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.
Additional Premium: \$ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of
Rights Of Recovery Against Others To Us** of
Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Shamrock Foods Company, An Arizona Corporation

Endorsement Effective Date: 00002020

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Shamrock Foods Company, An Arizona Corporation

Endorsement Effective Date: 00000202

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The Transfer Of Rights Of Recovery Against
Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

ENDORSEMENT #

This endorsement, effective 12:01 a.m., October 1, 2012 forms a part of Policy No. R000000000000000000 issued to Shamrock Foods Company, An Arizona Corporation by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
Per the most current schedule maintained by USI Insurance Services LLC and furnished to AXA XL no less than 45 days prior to the effective date of the cancellation.		30

All other terms and conditions of the Policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Shamrock Foods Company, An Arizona Corporation

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3001672

Endorsement No.

Premium Included

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Where required by written agreement signed prior to loss	All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. RWD3001672 Endorsement No.
Insured Insurance Company
Shamrock Foods Company, An Arizona XL Specialty Insurance Company
Corporation

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule1. Specific Waiver

Name of person or organization

 Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be _____ 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Shamrock Foods Company, An Arizona Corporation

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3001672

Endorsement No.

Premium Included

Countersigned by _____

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Shamrock Foods Company, An Arizona Corporation

Insurance Company

XL Specialty Insurance Company

Policy No.

RWD3001672

Endorsement No.

Premium \$ Included

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancelation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.
RWD3001672

Endorsement No.

Insured

Shamrock Foods Company, An Arizona Corporation

Insurance Company

XL Specialty Insurance Company

Countersigned by _____

WC 99 01 10

Ed. 1/08

Attachment C – Vendor Pricing Form

Proposer - Complete, sign and return this "Vendor Pricing Form" along with the "Proposer Contact Information".

Proposer failure to execute/sign proposal prior to submittal may render proposal non-responsive.

Organization Name (print):

Shamrock Foods Company

Name and Title of Authorized Representative (print):

Karen Moore

Address: 3900 East Camelback Rd

City: Phoenix State: Arizona ZIP: 85015

Certify Statement:

I certify by my signature below that the PRICES quoted in this proposal are correct and that the proposal conforms to all specifications and requirements outlined in the solicitation. I further certify that I have the authority to obligate the company to perform under the terms and conditions stated in this solicitation and the vendor's proposal, which is hereby incorporated by reference and made a part hereof. The vendor agrees to be bound by such terms and conditions. I further agree that any conflict between the terms and conditions of the solicitation and the vendor's proposal documents will be resolved in favor of the solicitation, except as may be otherwise agreed to in writing by the vendor and the SFA.

***Accepting a Proposer proposal does not constitute award of the contract.
If your proposal is accepted, these documents will serve as the contract with RPS.***

I understand that RPS reserves the right to reject any or all proposals, and that this proposal may not be withdrawn during a period of thirty (30) days from the time of opening of the proposal.

Signature (of authorized representative)

10/31/23

Date

Print Name: John Roussel

Title: President and COO

Attachment D - Proposer Contact Information

Proposer Name: Shamrock Foods Company

Contact Person for Orders: AJ Engel

Office Phone: 602-477-6226 /Shamrock School Sales Support

Cell Phone: 303-807-2603 / AJ Engel

Fax: N/A

E-mail: aj_engel@shamrockfoods.com

Emergency Contact Person for After/Before Hours

First Contact is AJ Engel / 303-807-2603; Secondary is Karen Moore / 602-882-3074

Office Phone: _____

Cell Phone: 303-807-2603 / AJ Engel

Fax: N/A

E-mail: aj_engel@shamrockfoods.com

Contact Person: Product Information (ingredient listings and nutrient analysis)

Mary Darroch, Senior Proposal Manager

Office Phone: N/A

Cell Phone: 602-708-6740

Fax: N/A

E-mail: mary_darroch@shamrockfoods.com

Contact Person: Billing Questions, Credits, Damaged or Incorrect Products

Emely Plascencia, Credit Analyst / 480-561-2249 for Billing Questions. Shamrock School Support or AJ Engel for credits, damage other issues.

Office Phone: 602-477-6226 /Shamrock School Sales Support

Cell Phone: 303-807-2603 / AJ Engel

Fax: N/A

E-mail: shamrockschoolsupport@shamrockfoods.com

PROPOSER REFERENCE LIST

Reference One – Company Name: Mohave Arizona School Partners in Nutrition (ASPIN)

Contact Person: Tami Hitt-Wyant, Director of ASPIN

Office Phone: 520-888-7658

E-mail: tamih@mesc.org

Reference Two – Company Name: Aurora Public Schools

Contact Person: Shannon Solomon, MS, Director

Office Phone: 303-343-0295 x 28561

E-mail: scsolomon@aurorak12.org

Reference Three – Company Name: Scottsdale Unified School District

Contact Person: Patti Bilbrey, Food Service Director

Office Phone: 480-484-6208

E-mail: pbilbrey@susd.org

Attachment E - Market Basket Price List

Please see the separate Attachment L file in Excel “Equalis Group - RPS Distribution RFP Template (Attachment E - Market Basket Template)”

Attachment F - CERTIFICATION STATEMENT REGARDING UNDOCUMENTED WORKERS

The District will not enter into a Contract for services with contractors who knowingly employ or contract with undocumented workers to perform work under the Contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all Contracts awarded by the District will contain the following certification:

The Contractor, whose name and signature appear below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of CRS 8-17.5-102 et seq.
2. The Contractor shall not knowingly employ or contract with an undocumented worker to perform work under this Contract or enter into a contract with a subcontractor that knowingly employs or contracts with an undocumented worker.
3. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an undocumented worker, the Contractor shall:
 - a. Notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker, and
 - b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting with the undocumented worker, except that the Contractor shall not terminate the subcontractor if during such three days the subcontract provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.
4. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any undocumented workers, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(5).
5. If the Contractor violates the provisions of this section GC-10.2, the Owner may terminate the contract for breach and the Contractor shall be liable for actual and consequential damages.

CERTIFIED and AGREED to this 31st October, 2023.

CONTRACTOR:

BY :

Signature of Authorized Representative

John Roussel
(Printed Name)

President and COO
(Position/Title)

Attachment G - IMPORT PRODUCTS/BUY AMERICAN ACT

The 1998 reauthorization of the National School Lunch Act requires school districts participating in the National School Meals Programs in the contiguous 48 states of the United States to buy food products produced in the United States (domestic) when using Federal Funds. Therefore, if there is a domestic and non-domestic product available, you must propose and supply domestic products. You may supply non-domestic products only when domestic products are unavailable. As defined in this legislation, a domestic food commodity is an agricultural commodity that is produced in the United States. A domestic food product is processed in the United States using substantially domestic agricultural commodities. Substantially means that over 51 percent of the finished product come from American produced products. Implementing Federal Regulations are 7 CFR 210.21 and 220.16 published on September 20, 1999. You may be required to provide certification of domestic origin and content. You must certify that the majority of products you propose to supply meet the Federal Requirements in the "Buy American Acts" and stipulate which specific products are unavailable domestically. Exceptions to this rule are pineapple, mandarin oranges, olives, tuna fish, tea, spices and coffee. Products not in compliance with this section shall be in violation of the Federal "Buy American" policy. This purchasing requirement does not apply in instances when:

- a) The District/Cooperative has unusual or ethnic food preferences which can only be met through purchases of products not produced in the United States
- b) The product is not produced in the U.S. in sufficient and reasonable quantities of a satisfactory quality
- c) The cost of the US product is significantly higher than foreign products.

List of Non-Domestic Products to be Provided:

PRODUCT	ORIGIN
Please see attached list	Please see attached list

CERTIFICATE

I/We hereby certify that the

Company Name Address Phone Number
Shamrock Foods Company 3900 East Camelback Rd 602-233-6400

Will abide with the Buy American Act and supply domestic products to Rockies procurement services except in the authorized exceptions listed above.

Upon request of the Business Services Department of the District/Cooperative, we will show proof that our practices do meet in every respect the requirements of the Buy American Act.

Owner or officer of firm:

John Roussel President and COO
Printed Name Title
 10/31/23
Signature Date

Attachment H - CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds.

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 shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Shamrock Foods Company

Name of Company

3900 East Camelback Rd

Address of Company

Phoenix

Arizona

85015

City

State

Zip Code

John Roussel

Name of Submitting Official

President and COO

Title of Submitting Official

Signature

Date

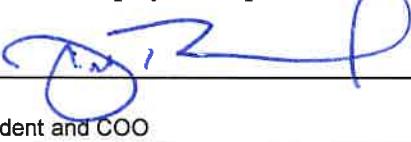
Attachment I - NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Arizona)

County of Maricopa)

John Roussel, being duly sworn, deposes and says that:
(Printed Name)

1. He is owner, partner, officer, representative, or agent of Shamrock Foods, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Rockies Procurement Services, any Member or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties in interest, including this affiant.


(Signed)

President and COO

(Title)

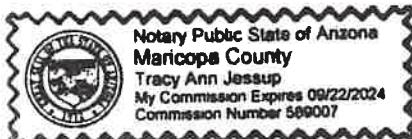
Subscribed and sworn to before me this 31st day of October, 2023

Notary Public

Address 3900 E. CAMELBACK RD. STE 300, PHOENIX AZ 85018

My commission expires: 9/22/2024

Seal:



Attachment J - Certification Regarding Debarment, Suspension, Ineligibility

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

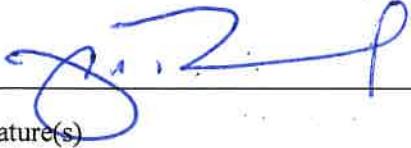
Shamrock Foods Company

Organization Name

PR/Award Number or Project Name

JOHN ROOSSEL, PRESIDENT & C.O.O.

Name(s) and Title(s) of Authorized Representative(s)


Signature(s)


Date

Form AD-1048 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms "covered transaction," "suspended," "ineligible," "lower tiered covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
- A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment K - EQUAL OPPORTUNITY EMPLOYMENT ACT COMPLIANCE

Responding Party must make the following certification:

CERTIFICATE

I/We hereby certify that the

Shamrock Foods Company	3900 East Camelback Rd	602-233-6400
Company Name	Address	Phone Number

Is an equal opportunity employer as defined in Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Upon request of the Business Services Department of the Cooperative, we will show proof that our employment practices do meet in every respect the requirements of Title VII of the Civil Rights Act of 1964 and the provisions of the Civil Rights Act of 1991.

Owner/Officer of firm:

John Roussel	President and COO
Printed Name	Title

Signature



Date



Variations & Exceptions:

The bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Sect _____ Variance _____

Attach additional sheets if necessary.

Markup	
Please enter a description and requirements for the markup model here if you are providing more than one model.	
Category	Markup Dollar
\$0 - \$19.99 cost	\$1.49 per case fee
\$20.00 - \$29.99 cost	\$2.89 per case fee
\$30 - \$39.99 cost	\$3.59 per case fee
\$40 + cost	\$4.19 per case fee
All USDA Processed Commodities	\$3.59 per case fee
Pricing for all miscellaneous goods will be priced with the same methodology	



DATE: December 11, 2023 – *UPDATED December 22, 2023*

TO: Monica Deines-Henderson, RPS Board of Directors, El Paso County District 49
Eric Merkle, EVP, Equalis Group

FROM: Shamrock Foods Company

SUBJECT: RFP #RPS-1010 School Food Service Distributor Best and Final Offer

In response to invitation for BAFO, Shamrock Foods is pleased to present the following additional incentives for RFP #RPS-1010 to drive case growth by capturing cases traditionally delivered under separate bids and RFPs:

- **3. REQUIREMENTS –**
 - 3.3 Direct Drop Ship discount added to original drop size incentives:

Drop size Incentive

Drop Size	Quarterly Discount
>\$10,000	1.00%
>\$18,000	1.50%
Direct Drop Ship from Manufacturer	3%

Drop ship must meet manufacturer's minimum delivery requirements; drop ship orders will receive the 3% quarterly discount only and not the 1.5% discount tier.

Shamrock prides ourselves in being unique as a broadline distributor that has owned and operated a dairy for over 100 years. With fresh fluid milk being a critical component for school meals, a quarterly \$0.05 per case discount will be issued in form of a credit on Shamrock Farms milk to RPS Member Districts for the following codes:

- 0098521 Shamrock Farms 70/8/oz 1% Low Fat Milk
- 2400001 Shamrock Farms 70/8/oz Reduced Sugar Fat Free Chocolate Milk
- 3092041 Shamrock Farms 70/8/oz Reduced Sugar Fat Free Strawberry Milk
- 1937851 Shamrock Farms 70/8/oz Skim Milk



RESPONSE TO REQUEST FOR CLARIFICATIONS, DEC 14, 2023

In response to your request for milk pricing on the four codes listed on Shamrock's BAFO, please see pricing based on DEC23 Colorado Milk Board prices.

The original Market Basket case volume for fresh fluid milk was small and pricing was based on those numbers. As a dairy, Shamrock understands the importance and demand for 8 oz. milk in federally funded school programs.

We also know that the potential case growth opportunity for RPS if we can help capture more of the milk consumed by RPS Member Districts.

Although our delivery model does not include traditional milk services like rotation and small drop sizes, we do offer a sustainable supply when delivered along with our food & supplies.

We have adjusted the markup to reflect the estimated milk volume potential with the RPS group; pricing will be \$0.50 per case over the current Colorado Milk Board pricing each month:

- 0098521 Shamrock Farms 70/8/oz 1% Low Fat Milk - \$23.63 cost + \$0.50 = \$24.13
- 2400001 Shamrock Farms 70/8/oz Reduced Sugar Fat Free Chocolate Milk - \$23.94 cost + \$0.50 = \$24.44
- 3092041 Shamrock Farms 70/8/oz Reduced Sugar Fat Free Strawberry Milk = \$24.99 cost + \$0.50 = \$25.49
- 1937851 Shamrock Farms 70/8/oz Skim Milk - \$24.40 cost + \$0.50 = \$24.90

In addition, Shamrock will reduce our minimum drop size to 15 cases as historically this is easily achieved by the smallest of sites with the addition of milk cases.

Attachment M – MASTER AGREEMENT SIGNATURE FORM

**RESPONDENTS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE
CONSIDERED FOR AWARD.**

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal, including any firm fixed pricing, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name	Shamrock Foods	
Address	3900 East Camelback Rd	
City/State/Zip	Phoenix, AZ, 85015	
Phone Number	602-233-6400	
Email Address	K12SchoolBids@shamrockfoods.com	
Printed Name	John Roussel	
Job Title	President & CEO	
Authorized Signature	<u>John Roussel</u> <small>John Roussel (Jan 22, 2024 17:00 MST)</small>	22/01/2024

Initial Term of the Master Agreement

Contract Effective Date: 07/01/2024
 06/30/2025 – with four additional one-year renewal options through
Contract Expiration Date: 06/30/2029
Contract Number: RPS-1010-A

(Note: Contract Number will be applied prior to RPS and Equalis Group countersigning.)

Rockies Procurement Services
333 Main Street
Springfield, CO 81073

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: Monica Deines-Henderson
Monica Deines-Henderson (Jan 22, 2024 16:23 MST)

Name : Monica Deines-Henderson

As: RPS Chairperson

Date: 22/01/2024

By: Eric Merkle
Eric Merkle (Jan 22, 2024 16:22 CST)

Name: Eric Merkle

As: EVN, Procurement & Operations

Date: 22/01/2024

Agreement - Shamrock & Rockies Procurement Services (Master)

Final Audit Report

2024-01-23

Created:	2024-01-22
By:	Eric Merkle (emerkle@equalisgroup.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvZMLYgeUJwL8UIQcgnOKXkgpCCBXnmiJ

"Agreement - Shamrock & Rockies Procurement Services (Master)" History

-  Document created by Eric Merkle (emerkle@equalisgroup.org)
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-  Document emailed to Karen Moore (karen_moore@shamrockfoods.com) for signature
2024-01-22 - 10:21:01 PM GMT
-  Document emailed to Monica (monica.deineshenderson@d49.org) for signature
2024-01-22 - 10:21:01 PM GMT
-  Document emailed to Eric Merkle (emerkle@equalisgroup.org) for signature
2024-01-22 - 10:21:01 PM GMT
-  Email viewed by Eric Merkle (emerkle@equalisgroup.org)
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-  Email viewed by Karen Moore (karen_moore@shamrockfoods.com)
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-  Document signing delegated to John Roussel (john_roussel@shamrockfoods.com) by Karen Moore (karen_moore@shamrockfoods.com)
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-  Document emailed to John Roussel (john_roussel@shamrockfoods.com) for signature
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-  Email viewed by John Roussel (john_roussel@shamrockfoods.com)
2024-01-22 - 11:05:56 PM GMT- IP address: 104.47.74.126
-  Email viewed by Monica (monica.deineshenderson@d49.org)
2024-01-22 - 11:20:40 PM GMT- IP address: 209.248.72.47
-  Signer Monica (monica.deineshenderson@d49.org) entered name at signing as Monica Deines-Henderson
2024-01-22 - 11:23:27 PM GMT- IP address: 209.248.72.47
-  Document e-signed by Monica Deines-Henderson (monica.deineshenderson@d49.org)
Signature Date: 2024-01-22 - 11:23:29 PM GMT - Time Source: server- IP address: 209.248.72.47
-  Document e-signed by John Roussel (john_roussel@shamrockfoods.com)
Signature Date: 2024-01-23 - 0:00:26 AM GMT - Time Source: server- IP address: 4.1.98.242
-  Agreement completed.
2024-01-23 - 0:00:26 AM GMT



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