



## **REQUEST FOR PROPOSALS (RFP) NON-CONSUMABLE FOODSERVICE SUPPLIES & EQUIPMENT**

**RFP #RPS-1020**

DATE PROPOSALS ARE DUE: April 26th, 2024, 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 April 26th by 1:00 PM Mountain Standard Time (MST).

Questions regarding this solicitation must be submitted in the Bonfire procurement application by April 9th, 2024 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 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 (2024/25 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 (2025/26+ 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.

**The scope of this RFP will include but is not limited to the following:**

- Equipment
  - Kitchen equipment and appliances
  - Serving and dining area equipment
  - Smallwares and utensils
- Disposable Foodservice Supplies
  - Food Packaging, trays, cups, containers, bowls and lids
  - Forks, knives, spoons and other utensils
  - Napkins, paper towels and other paper products
  - Food preparation including film, foil, parchment paper and foodservice gloves
- Janitorial Supplies
  - Cleaning, sanitation and chemicals
  - Mops, brooms, buckets and other floor care products
  - Laundry supplies
  - Toilet tissue, towels, facial tissue, seat covers, wipes
  - Can liners and recepticals
  - Staff uniforms and personal protective equipment (PPE)
- Other Foodservice and Janitorial Related Products
  - Storage units, shelves, racks, carts and dollies
  - Foodservice related furniture
  - Safety supplies
- Related Services
  - All related dispensers and equipment
  - Maintenance and repair
  - Training and support
  - Delivery, installation, and setup

For the 2024/2025 School Year, estimated spend will be \$4 million which is based primarily on spend for non-food disposable products. This does not include equipment, or other janitorial supplies, which are included within the scope of this solicitation. The maximum contract value is estimated to be \$30 million by year five. To reach this value,

districts will now have the ability to purchase all of their non-food disposables, chemicals, janitorial supplies and equipment through this contract. Additionally, 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 has hired a program manager to support this growth. 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
23/24 School year	Estimate	\$3,000,000	This is based on actual spend for the first half of the school year, annualized.
24/25 School year (Contract Year 1)	Estimate	\$4,000,000	This increase is due to inflation, and utilization of more products due to the broader scope of this contract.
25/26 School year (Contract Year 2)	Estimate	\$7,000,000	This is the first year of a major push to add school districts and other cooperatives to this program.
26/27 School year (Contract Year 3)	Estimate	\$13,000,000	Continued addition of school districts and cooperatives.
27/28 School year (Contract Year 4)	Estimate	\$21,000,000	Continued addition of school districts and cooperatives.
28/29 School year (Contract Year 5)	Estimate	\$30,000,000	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.

<b>Calendar of Events</b>	
<u>Action</u>	<u>Date/Time</u>
RFP released	Mar 29th
Deadline for questions from Proposers	Apr 9th, 2024
Response to all questions sent to Proposers	Apr 11th, 2024
Proposal due date	Apr 26th, 2024 1:00 p.m. MST
Oral Presentations & Proposal scoring	May 3rd
Approval and award	May 10th
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.

<b>Criteria</b>	<b>Maximum Score</b>
<i>Pricing</i>	94
<i>Responsiveness</i>	56
<i>Responsible</i>	32
<i>Service &amp; Delivery</i>	28
<i>References – Experience with K-12 SFAs</i>	10
<i>Oral presentation</i>	40
<i>Can provide information showing that the respondent is a minority business enterprise, women’s business enterprise, or a labor surplus firm. (in gold)</i>	5
<b>Total</b>	<b>265</b>

**2.6. Oral Interviews**

All “responsive” and “responsible” respondents who are within the Competitive Range 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 respondent’s 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. Please complete the 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<sup>st</sup>, 2023, through December 31<sup>st</sup>, 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.

Some examples of how a Fixed Fee can be applied include but are not limited to the following:

- A Fixed Fee amount that applies across all products
- A Fixed Fee amount based on specific categories. In this case, the categories should be clearly defined and auditable.
- A Fixed Fee amount based on the cost of the product. This method is sometimes utilized for high-cost equipment items.

**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. 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 non-food products is estimated to be \$3 million Dollars. 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. Stocked Items, Substitutions and Special Orders**

RPS requests the Distributor(s) to fulfill 98 percent of orders or greater 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.

### **3.6. Delivery**

Individual schools and their delivery locations are listed in Attachments B.1 and B.2. Delivery days and times and frequency will be arranged by the schools and Winning Distributor(s) 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.

### 3.7. 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.

### 3.8. 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](mailto:Reporting@EqualisGroup.org). The Spend Report is due on the **fifteenth (15<sup>th</sup>)** 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.

#### 3.8.1. Spend Report

Member Data	Equalis Member ID
	Vendor Customer Number

	Customer Name
	Customer Street Address
	Customer City
	Customer Zip Code
	Customer State
<b>Distributor Data</b>	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
<b>Product Data</b>	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
<b>Spend Data</b>	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 \$

### 3.8.2. 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.

### 3.8.3. 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.



### **3.9. 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.

### **3.10. 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 15<sup>th</sup> 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. Applicable Laws**

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

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.

All products shall be received in good condition. The Distributor(s) shall not be paid for damaged products or products that show signs of contamination by pests.

### **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. 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".

#### **4.9. 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.

#### **4.10. 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

#### **4.11. 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).

#### **4.12. 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.

**4.13. 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.

**4.14. Changes to Contract**

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

**4.15. 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).

**4.16. 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.

**4.17. 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.

**4.18. 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.

## Attachment A - Checklist

The following information and completed forms must be submitted for a complete proposal:

- Completed Product List (Firm Price and or Cost Plus Fixed Fee per case)
- Fixed Fee per case
- Description of procedures, including delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, and sales staff. Also include a description of how you plan to meet each of the evaluation criteria.
- Response and description of RPS requirements (Section 3 of this RFP) and how Respondent will meet these requirements.
- Description of any ancillary services that will contribute to RPS requirements, with no additional cost.
- Documentation of proof of being *minority business enterprise, women's business enterprise, or a labor surplus firm.*
- Documentation of proof of insurance as outlined in Section 4 of this RFP
- Completed and signed certifications and Vendor Proposal Form (Attachments C through O).

Additional Requirement before the winning response will be converted to a contract:

- 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 website or electronic list. The pricing of all miscellaneous goods must be reasonable. This must be submitted when the contract is signed.

## Attachment B.1 – SFA List with Current Enrollment

Dist Enrollment PK-12 Oct 2022	<u>School District</u>	Dist Enrollment PK-12 Oct 2022	<u>School District</u>
119	AGUILAR SCHOOL DISTRICT RE-6	454	HAYDEN SCHOOL DISTRICT
361	BIG SANDY SCHOOL DISTRICT 100-J	982	LAKE COUNTY SCHOOL DISTRICT
1,032	BUENA VISTA HIGH SCHOOL	13,840	LARAMIE COUNTY SCHOOLS
424	CALHAN SCHOOL DISTRICT RJ 1	6,648	LEWIS PALMER SCHOOL DISTRICT
3,308	CANON CITY SCHOOL DISTRICT RE-1	1,317	MANITOU SPRINGS SCHOOL DISTRICT
3,723	CHEYENNE MOUNTAIN DISTRICT 12	724	MEEKER SCHOOL DISTRICT RE-1
680	CLEAR CREEK SCHOOL DISTRICT	340	MIAMI-YODER SCHOOL DISTRICT 60JT
22,729	COLORADO SPRINGS DISTRICT 11	2,121	MOFFAT COUNTY SCHOOL DISTRICT RE-1
4,699	DELTA COUNTY SCHOOL DISTRICT 50J	1,450	PEAK TO PEAK CHARTER SCHOOL
6,623	EAGLE COUNTY SCHOOL DISTRICT RE-50J	620	PEYTON SCHOOL DISTRICT 23-JT
1,283	EAST GRAND SCHOOL DISTRICT	1,094	PLATTE VALLEY SCHOOL DISTRICT RE-7
1,977	EATON SCHOOL DISTRICT RE-2	488	RANGELY SCHOOL DISTRICT RE-4
94	EDISON SCHOOL DISTRICT 54JT	336	RIDGWAY SCHOOL DISTRICT
25,616	EL PASO COUNTY SCHOOL DISTRICT 49	5,772	ROARING FORK SCHOOL DISTRICT
281	ELBERT COUNTY SCHOOL DISTRICT C-2	1,125	SHERIDAN SCHOOL DISTRICT
2,474	ELIZABETH SCHOOL DISTRICT C-1	356	SOUTH ROUTT SCHOOL DISTRICT RE-3
982	ELLCOTT SCHOOL DISTRICT #22	32,639	ST VRAIN VALLEY SCHOOLS
1,394	FREMONT RE-2 SCHOOL DISTRICT	15,212	THOMPSON VALLEY SCHOOL DISTRICT R2J
1,198	GARFIELD COUNTY SCHOOL DISTRICT 16	1,837	WELD COUNTY SCHOOL DISTRICT RE-1
4,662	GARFIELD SCHOOL DISTRICT RE-2	993	WELD COUNTY SCHOOL DISTRICT RE-9
289	HANOVER SCHOOL DISTRICT	8,228	WELD RE-4 SCHOOL DISTRICT
12,606	HARRISON SCHOOL DISTRICT 2	1,480	Windsor Charter Academy
<b>Total RPS Enrollment: 194,610</b>			



## Attachment B.2 – Drop Locations with Quarterly Avg **Delivery** Windows

District Name	Customer Name	Addresses	City	State	Zip Code
Aguilar SD RE-6	AGUILAR SCHOOL DIST RE6	420 N BALSAM ST	AGUILAR	CO	810200000
Big Sandy 100J	BIG SANDY SCHOOL DISTRICT	18091 COUNTY ROAD 125	SIMLA	CO	808350000
Buena Vista R-31	AVERY PARSON ELEMENTARY	516 E MAIN ST	BUENA VISTA	CO	812110000
Buena Vista R-31	BUENA VISTA HIGH SCHOOL	559 RAILROAD ST	BUENA VISTA	CO	812110000
Calhan RJ-1	CALHAN SCHOOL DIST RJ 1	800 BULLDOG DR	CALHAN	CO	808080000
Cheyenne Mtn 12	CHEYENNE MOUNTAIN	1200 W CHEYENNE RD	COLORADO SPRINGS	CO	809062462
Cheyenne Mtn 12	CHEYENNE MTN HS	1200 CRESTA RD	COLORADO SPRINGS	CO	809061622
Clear Creek RE-1	CARLSON ELEMENTARY	1300 COLORADO BLVD	IDAHO SPRINGS	CO	804525030
Clear Creek RE-1	CLEAR CREEK HIGH SCHOOL	185 BEAVER CANYON RD	EVERGREEN	CO	804394920
Clear Creek RE-1	CLEAR CREEK/KING MURPHY	425 CIRCLE K RANCH RD	EVERGREEN	CO	804390000
D11	COLORADO SPRINGS SD11 WH	5260 GEIGER BLVD	COLORADO SPRINGS	CO	809150000
D11	CORONADO H.S. (BASE)	1590 W FILLMORE ST	COLORADO SPRINGS	CO	809041104
D11	DOHERTY H.S. (BASE)	4515 BARNES RD	COLORADO SPRINGS	CO	809170000
D11	GALILEO SCHOOL	1600 N UNION BLVD	COLORADO SPRINGS	CO	809090000
D11	HOLMES MIDDLE SCHOOL	2455 MESA RD	COLORADO SPRINGS	CO	809040000
D11	JACK SWIGERT AEROSPACE	4220 E. PIKES PEAK	COLORADO SPRINGS	CO	809090000
D11	JENKINS MIDDLE SCHOOL	6410 AUSTIN BLUFFS	COLORADO SPRINGS	CO	809180000
D11	MANN MDL SCH (BASE)	1001 E VAN BUREN ST	COLORADO SPRINGS	CO	809070000
D11	MITCHELL H.S. (BASE)	1205 POTTER DR	COLORADO SPRINGS	CO	809090000
D11	NORTH MIDDLE SCHOOL	612 YAMPA ST	COLORADO SPRINGS	CO	809030000

D11	PALMER HIGH SCHOOL	301 N NEVADA AVE	COLORADO SPRINGS	CO	809031218
D11	RUSSELL MIDDLE SCHOOL	3825 E MONTEBELLO	COLORADO SPRINGS	CO	809180000
D11	SABIN MIDDLE SCHOOL	3605 N CAREFREE CR	COLORADO SPRINGS	CO	809170000
D11	TESLA ED OPPORTUNITY CNTR	2560 INTERNATIONAL CIR	COLORADO SPRINGS	CO	809100000
D11	WASSON H.S. (BASE) 791316	2115 AFTON WAY	COLORADO SPRINGS	CO	809090000
D11	WEST MIDDLE SCHOOL	1920 W PIKES PEAK AVE	COLORADO SPRINGS	CO	809040000
D49	BENNETT RANCH ELEMENTARY	11243 LONDONDERRY DR	PEYTON	CO	808310000
D49	FALCON HIGH SCHOOL	10255 LAMBERT RD	FALCON	CO	808310000
D49	FALCON MIDDLE SCHOOL	9755 TOWNER AVE	PEYTON	CO	808310000
D49	FALCON SCHOOL DISTRICT 49	10850 WOODMEN ROAD	FALCON	CO	808310000
D49	HORIZON MIDDLE SCHOOL	1750 PIROS DR	COLORADO SPRINGS	CO	809154307
D49	SAND CREEK HIGH SCHOOL	7005 N CAREFREE CIR	COLORADO SPRINGS	CO	809220000
D49	SKY-VIEW MIDDLE SCHOOL	6350 WINDOM PEAK BLVD	COLORADO SPRINGS	CO	809230000
D49	VISTA RIDGE HIGH SCHOOL	6888 BLACK FOREST RD	COLORADO SPRINGS	CO	809230000
Delta County 50(J)	DELTA CTY SCHOOL DIST 50J	7655 2075 RD	DELTA	CO	814169364
Delta County 50(J)	Delta High School	1400 PIONEER RD	DELTA	CO	814162736
Delta County 50(J)	Delta Middle School	910 GRAND AVE	DELTA	CO	814162033
Delta County 50(J)	Garnet Mesa Elementary	600 A ST	DELTA	CO	814162559
Delta County 50(J)	Lincoln Elementary School	1050 HASTINGS ST	DELTA	CO	814162460
Eagle County RE 50	AVON ELEMENTARY SCHOOL	0850 W BEAVER CREEK BLVD	AVON	CO	816200000
Eagle County RE 50	BATTLE MOUNTAIN HIGH SCHL	0151 MILLER RANCH RD	EDWARDS	CO	816320000
Eagle County RE 50	BERRY CREEK MIDDLE SCHOOL	1000 MILLER RANCH RD	EDWARDS	CO	816320000

Eagle County RE 50	BRUSH CREEK ELEMENTARY	333 EAGLE RANCH RD	EAGLE	CO	816310000
Eagle County RE 50	EAGLE VALLEY ELEMENTARY	237 E 3RD ST	EAGLE	CO	816310000
Eagle County RE 50	EAGLE VALLEY HIGH SCHOOL	641 VALLEY RD	GYPSUM	CO	816370000
Eagle County RE 50	EAGLE VALLEY MIDDLE SCHL	747 E 3RD ST	EAGLE	CO	816310000
Eagle County RE 50	EDWARDS ELEMENTARY	0022 MEILE LANE	EDWARDS	CO	816320000
Eagle County RE 50	GYPSUM CREEK MIDDLE SCHL	401 GRUNDEL WAY	GYPSUM	CO	816370000
Eagle County RE 50	GYPSUM ELEMENTARY	601 HIGHWAY 6	GYPSUM	CO	816370000
Eagle County RE 50	HOMESTAKE PEAK SCHOOL	750 EAGLE RD	AVON	CO	816200000
Eagle County RE 50	JUNE CREEK ELEMENTARY	1121 MILLER RANCH ROAD	EDWARDS	CO	816320000
Eagle County RE 50	RED HILL ELEMENTARY	100 GRUNDEL WAY	GYPSUM	CO	816370000
Eagle County RE 50	RED SANDSTONE ELEMENTARY	551 N FRONTAGE RD	VAIL	CO	816570000
East Grand 2	East Grand School District #2	795 N 2ND ST	GRANBY	CO	804460000
Eaton RE-2	BENJAMIN EATON ELEMENTARY	100 SOUTH MOUNTAIN VIEW	EATON	CO	806159112
Eaton RE-2	EATON ELEMENTARY SCHOOL	225 JUNIPER AVE	EATON	CO	806153400
Eaton RE-2	EATON HIGH SCHOOL	1661 COLLINS ST	EATON	CO	806153502
Eaton RE-2	EATON MIDDLE SCHOOL	114 PARK AVE	EATON	CO	806153503
Eaton RE-2	GALETON ELEMENTARY SCHOOL	24750 3RD STREET	GALETON	CO	806220000
Edison 54 JT	EDISON CO SD 54 J	14550 EDISON RD	YODER	CO	808649427
Elizabeth C-1	ELIZABETH C-1 SCHOOLS	137 WALNUT STREET	ELIZABETH	CO	801070000
Ellicott SD-22	ELLICOTT ELEMENTARY	399 ELLICOTT HWY	ELLICOTT	CO	808088838
Ellicott SD-22	ELLICOTT HIGH SCHOOL	375 S ELLICOTT HWY	ELLICOTT	CO	808080000
Ellicott SD-22	ELLICOTT MIDDLE SCHOOL	350 S. ELLICOTT	ELLICOTT	CO	808088963

FREMONT CTY SCH DIST RE1	FREMONT CTY SCH DIST RE1	1030 S 4TH STREET	CANON CITY	CO	812120000
Fremont RE-2	Florence High School	2006 HIGHWAY 67	FLORENCE	CO	812261366
Fremont RE-2	Fremont RE-2 SD	403 W 5TH ST	FLORENCE	CO	812261103
Fremont RE-2	PENROSE ELEMENTARY	100 ILLINOIS ST	PENROSE	CO	812409668
Garfield 16	BEA UNDERWOOD ELEMENTARY	0741 TAMARISK TRAIL	PARACHUTE	CO	816350000
Garfield 16	GRAND VALLEY HIGH SCHOOL	8600 HWY 6 & 24	PARACHUTE	CO	816350000
Garfield 16	GRAND VALLEY MIDDLE SCHOOL	0364 SIPPRELLE DRIVE	PARACHUTE	CO	816350000
Garfield RE2	GARFIELD RE-2	215 EAST 30TH STREET	RIFLE	CO	816500000
Hanover 28	HANOVER HIGH SCHOOL	17050 S PEYTON HWY	COLORADO SPRINGS	CO	809289415
Hanover 28	PRAIRIE HGTS ELEMENTARY	7930 INDIAN VILLAGE HGTS	PUEBLO	CO	810089533
Hayden	HAYDEN SCHOOL DISTRICT	300 BREEZE BASIN BLVD	HAYDEN	CO	816390000
Kiowa C-2	Kiowa High School	525 COMMANCHE ST	KIOWA	CO	801170000
Lake County R-1	INTERMEDIATE SCHOOL	1000 W 6TH STREET	LEADVILLE	CO	804610000
Lake County R-1	LAKE CTY HIGH SCHOOL	1000 W 4TH STREET	LEADVILLE	CO	804610000
Lake County R-1	PITTS ELEMENTARY SCHOOL	315 W 6th STREET	LEADVILLE	CO	804613519
Lake County R-1	WEST PARK ELEMENTARY	130 W 12TH STREET	LEADVILLE	CO	804610000
Laramie 1 WH	LARAMIE COUNTY SCHOOL	3320 MAXWELL AVE	CHEYENNE	WY	820010000
Lewis Palmer SD-38	LEWIS PALMER HIGH SCHOOL	1300 HIGBY RD	MONUMENT	CO	801320000
Lewis Palmer SD-38	LEWIS PALMER HS FD SVC	1300 HIGBY RD	MONUMENT	CO	801320000
Lewis Palmer SD-38	LEWIS PALMER MIDDLE SCHOOL	1776 WOODMOOR DR	MONUMENT	CO	801320000
Lewis Palmer SD-38	PALMER RIDGE HIGH SCHOOL	19255 MONUMENT HILL RD	MONUMENT	CO	801320000
Manitou Springs SD14	MANITOU SPRGS ELEMENTARY	110 PAWNEE AVE	MANITOU SPRINGS	CO	808290000

Meeker RE1	MEEKER SCH/DIST RE1	BARONE JR HG/E SCHOOL ST	MEEKER	CO	816410000
Miami/Yoder 60 JT	Miami Yoder	420 S RUSH RD	RUSH	CO	808330000
Moffat County RE NO 1	MOFFAT COUNTY SCH DIST	900 FINLEY LN	CRAIG	CO	816250000
Oak Crrek	OAK CREEK SCH/DIST RE3	305 S GRANT	OAK CREEK	CO	804670000
Peak to Peak	PEAK TO PEAK CHARTER SCHL	800 MERLIN DRIVE	LAFAYETTE	CO	800262146
Peyton 23 JT	PEYTON ELEMENTRY SCHOOL	13550 BRADSHAW RD	PEYTON	CO	808319003
Peyton 23 JT	PEYTON HIGH SCHOOL	13885 BRADSHAW RD	PEYTON	CO	808319008
Platte Valley RE- 7	PLATTE VALLEY ELEMENTARY	601 CLARK STREET	KERSEY	CO	806440000
Platte Valley RE- 7	PLATTE VALLEY MIDDLE SCL	700 HILL STREET	KERSEY	CO	806440000
Platte Valley RE- 7	PLATTE VALLEY SD RE7 KRSY	910 CAMPBELL STREET	KERSEY	CO	806440000
RANGELY RE-4	RANGELY RE-4	550 RIVER ROAD	RANGELY	CO	816482205
Ridgway R-2	RIDGWAY SCHOOL	1200 GREEN STREET	RIDGWAY	CO	814320000
Roaring Fork RE- 1	BASALT ELEMENTARY	151 E COTTONWOOD DRIVE	BASALT	CO	816210000
Roaring Fork RE- 1	BASALT HIGH SCHOOL	600 SOUTHSIDE DR	BASALT	CO	816210000
Roaring Fork RE- 1	BASALT MIDDLE SCHOOL	51 SCHOOL STREET	BASALT	CO	816210000
Roaring Fork RE- 1	CARBONDALE MIDDLE SCHOOL	180 SNOWMASS DRIVE	CARBONDALE	CO	816230000
Roaring Fork RE- 1	CRYSTAL RIVER ELEM SCHOOL	160 SNOWMASS DRIVE	CARBONDALE	CO	816230000
Roaring Fork RE- 1	GLENWOOD SPGS ELEMENTARY	915 SCHOOL ST	GLENWOOD SPRINGS	CO	816010000
Roaring Fork RE- 1	GLENWOOD SPGS MIDDLE SCH	120 SOCCER FIELD ROAD	GLENWOOD SPRINGS	CO	816010000
Roaring Fork RE- 1	GLENWOOD SPRINGS HIGH SCH	1521 GRAND AVE	GLENWOOD SPRINGS	CO	816013809
Roaring Fork RE- 1	RiverView School	228 FLYING M RANCH RD	GLENWOOD SPRINGS	CO	816010000
Roaring Fork RE- 1	ROARING FORK HIGH SCHOOL	2270 HIGHWAY 133	CARBONDALE	CO	816232166

Roaring Fork RE-1	SOPRIS ELEMENTARY	1150 MT SOPRIS DR	GLENWOOD SPRINGS	CO	816010000
SSD2	ALICE TERRY ELEMENTARY	4485 S IRVING ST	ENGLEWOOD	CO	801105205
SSD2	EARLY CHLDHD SHERIDAN SD2	4107 S FEDERAL BLVD	ENGLEWOOD	CO	801104316
SSD2	FT LOGAN NORTH GATE	4000 S LOWELL BLVD	DENVER	CO	802363105
SSD2	SHERIDAN HIGH SCHOOL	3201 W OXFORD AVE	DENVER	CO	802366204
St VrainValley RE 1J WH	ST VRRAIN VALLEY SCHOOLS	2929 CLOVER BASIN DR	LONGMONT	CO	805010000
Thompson R2-J WH	THOMPSON VALLEY SCHL DIST	2890 N MONROE AVE	LOVELAND	CO	805380000
Weld County RE-1	PETE MIRICH ELEMENTARY	300 1ST AVE	LA SALLE	CO	806450000
Weld County RE-1	SOUTHVALLEY MIDDLE SCHOOL	1004 S MAIN ST	PLATTEVILLE	CO	806510000
Weld County RE-1	VALLEY HIGH SCHOOL	903 BIRCH	GILCREST	CO	806230156
Weld RE-4 WH	WINDSOR-WAREHOUSE	180 N 8TH STREET	WINDSOR	CO	805500000
Weld RE9	HIGHLAND ELEMENTARY	101 N 2ND STREET	PIERCE	CO	806500000
Weld RE9	WELD CTY SCHOOL DIST RE-9	209 W 1ST ST	AULT	CO	806100068
Windsor Chartter	Windsor Charter Academy	680 ACADEMY CT	WINDSOR	CO	805503101
Windsor Chartter	WINDSOR CHARTER ACADEMY Mid/HS	810 AUTOMATION DR	WINDSOR	CO	805503125

## **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):

\_\_\_\_\_

Name and Title of Authorized Representative (print):

\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

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)

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Attachment D - Proposer Contact Information

**Proposer Name:** \_\_\_\_\_  
Contact Person for Orders: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Emergency Contact Person for After/Before Hours

\_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

\_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

\_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## PROPOSER REFERENCE LIST

**Reference One** – Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Reference Two** – Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Reference Three** – Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_



## **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 subcontract 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**CONTRACTOR:**

**BY :** \_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**(Printed Name)**

\_\_\_\_\_  
**(Position/Title)**



## 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 510,000 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.

---

Name of Company

---

Address of Company

---

City

State

Zip Code

---

Name of Submitting Official

---

Title of Submitting Official

---

Signature

Date

# Attachment I - NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:  
(Printed Name)

1. He is owner, partner, officer, representative, or agent of \_\_\_\_\_, the Bidder that has submitted the attached Bid;  
(Company)
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)

\_\_\_\_\_(Title)

Subscribed and sworn to before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_

Notary Public

Address

My commission expires: \_\_\_\_\_

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.

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Organization Name

PR/Award Number or Project Name

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

---

Signature(s)

Date

## 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

---

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:*

_____ Printed Name	_____ Title
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_____ Signature	_____ Date
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## **Attachment L – SCORING & EVALUATIONS**

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

# 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      Company Name  
Address              Address  
City/State/Zip      City, State, Zip  
Phone Number      Phone Number  
Email Address      Email Address  
Printed Name        Print Name  
Job Title            Job Title  
Authorized  
Signature            \_\_\_\_\_

## 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: \_\_\_\_\_

*(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: \_\_\_\_\_  
Name  
: Monica Deines-Henderson  
As: RPS Chairperson  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Eric Merkle  
As: EVP, Procurement & Operations  
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\_\_\_\_\_

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Sect\_\_\_\_\_ Variance\_\_\_\_\_

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Sect\_\_\_\_\_ Variance\_\_\_\_\_

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Sect\_\_\_\_\_ Variance\_\_\_\_\_

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Sect\_\_\_\_\_ Variance\_\_\_\_\_

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Sect\_\_\_\_\_ Variance\_\_\_\_\_

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Attach additional sheets if necessary.