



REQUEST FOR PROPOSALS (RFP)
Purchase of Non-Food Items

RFP #20-100

DATE PROPOSALS ARE DUE: September 13th, 2019 by 4:00 PM MDT
Proposals Must Be Received by Date and Time Specified to Be Considered

Email all Proposals and associated files to:

huddlellc@gmail.com

Hard Copy mailed to:

Huddle, LLC
RFP #20-100
333 Main Street
Springfield, CO 81073

The following forms are required to be returned in addition to Section III material:

Priced Product Listing (Attachment E)	X
Attachments C through J	X

All questions regarding this Solicitation must be submitted in writing to
Jeremy West, Huddle LLC at huddlellc@gmail.com **by August 30, 2019 at 4:00pm MDT.**

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**” means the organization that submitted the successful proposal. Distributor can also be referred to as “**Vendor**.”

Awards will be made only to responsive and responsible vendors. **Responsive** means that the Distributor and their offer meet the requirements of this solicitation. **Responsible** means that the Distributor has the means to execute the procurement – they have the ability to provide the goods and/or services required. Such as adhering to the required delivery schedules and product requirements.

Cooperative members consist of those in the **Rockies Purchasing 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).

I. COOPERATIVE’S OBJECTIVES

This Request for Proposal is issued by Rockies Purchasing Services (RPS), a cooperative consisting of over 50 school districts within Colorado and in southern Wyoming. RPS started in 2009 as a southern Colorado cooperative, and merged with the Northern Colorado Cooperative in 2011. Member districts are located throughout the state along the Front Range (I-25 Corridor), Western Slope, and Southeast regions. Our annual purchases are approximately \$20,000,000.

The mission of 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 the Cooperative 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 Distributor will be chosen to negotiate with the Cooperative under the terms of the proposal in effect for the 2019-2020 school year. **Agreement period is October 1, 2019 to June 30, 2020. Option for four (4) one-year renewals (July 1- June 30) with an evaluation by February 1st of each year.**

II. PROCEDURAL REQUIREMENTS

A. Proposal Submission

Proposals will be accepted until 4:00 p.m. MDT September 13th, 2019.

Submit proposals electronically to the following:

Jeremy West, SNS

CEO- Huddle, LLC

huddllec@gmail.com

A hard copy of the proposal must be postmarked by the deadline to:

Huddle, LLC
RFP #20-100
333 Main Street, Springfield, CO 81073

All questions regarding this RFP must be submitted in writing and be received no later than August 30th, 2019. Questions may be e-mailed to the address above.

Proposals will be accepted up to, and no proposals may be withdrawn after, the required date and time of submission. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal is submitted by the required time. The Cooperative shall not waive or extend this requirement for any reason. Telephone and facsimile proposals will not be accepted. 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 the Cooperative.

If the Cooperative determines that 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.

B. Calendar of Events

The required dates and times by which actions must be completed are listed in the following chart. If the Cooperative 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	August 16th, 2019
Deadline for questions from Proposers*	August 30th, 2019
Response to all questions sent to Proposers	September 6th, 2019
Proposal due date+	September 13th, 2019 4:00 p.m. MDT
Approval and award	September 23rd, 2019
Contract begins	October 1st, 2019

***Any questions related to the RFP will be answered in an Addendum. Email questions to huddlellc@gmail.com by 4:00 pm MDT, August 30, 2019. You should receive an email response indicating that your question(s) have been received. If you don't get this, please contact Jeremy West at (970) 576-1135.**

+Email all proposals and associated files to: huddlellc@gmail.com by 4:00 pm MDT, September 13, 2019. You should then receive an email response

stating “Your proposal has been received”. If you don’t get this, please contact Jeremy West right away at (970) 576-1135. A hard copy of the proposal must be postmarked on or before September 13th to: Huddle, LLC RFP#20-100, 333 Main Street, Springfield, CO 81073. Please sign Attachment I, Vendor Proposal Form, in blue ink.

C. Evaluation Criteria

The Cooperative 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. Each criteria section of the scoring rubric will create a factor for the evaluation criteria. For example, if the total possible score for responsiveness is 75 and a respondent scores 70: $70/75 = 0.93$. In the criteria for responsiveness that respondent will receive a score of $25 \times 0.93 = 23$. Pricing criteria is a separate category and is weighted highest of all criteria based on best price.

Criteria	Maximum Score	Maximum Percentage
<i>Pricing</i>	125	42%
<i>Responsiveness (in blue)</i>	75	25%
<i>Responsible (in green)</i>	50	17%
<i>Service & Delivery - Ability to meet the requirements in Section III-D, Attachment B.1 (in magenta)</i>	25	8%
<i>References – Experience with K-12 SFAs (in dark red)</i>	10	3%
<i>Online ordering and an alternative ordering method by phone or fax (in dark orange)</i>	10	3%
<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	2%
Total	300	100%

The Cooperative intends to award the bid to one vendor, based on evaluation of cost by line item and the other criteria outlined above. Cooperative reserves the right to award or reject bids on each item separately, as a group of similar items, or as a whole. The Cooperative reserves the right to award some items to more than one vendor. The Cooperative reserves the right to select a bid item with higher prices than the lowest of all prices received, if, in the evaluation by the Cooperative members, the interests of the members will best be served by such.

D. Oral Interviews- No oral interviews will be conducted as part of the RFP response requirements.

E. Proposal Selection

Upon completion of evaluation of proposals, the Cooperative shall choose the Vendor to be awarded the agreement. The awarded Vendor will receive immediate notification with the understanding that this is contingent upon the Cooperative’s Board approval. Order guides, if applicable, must be submitted within 4 weeks of award. Other Distributors that submitted proposals will be notified when the Cooperative approvals have been completed.

The Cooperative 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. The Cooperative will take actions as deemed appropriate.

Distributor has the right to withdraw its proposals if the Cooperative changes the type of award as described in Section B, above.

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 the Cooperative's rejection of the proposal as not being responsive. No oral, written, or telephonic modifications of any proposal submitted will be considered.

III. REQUIREMENTS FOR VENDORS

A. Comprehensive Pricing

Please provide a means to determine pricing for all items not included in the product list. This can be via website or electronic list. The pricing of all miscellaneous goods must be reasonable.

B. Pricing Method and Fees

The allowable methods for submitting product prices in the agreement are "**Firm Price**" and/or "**Cost plus Fixed Fee**." Respondents must clearly define whether Firm Price, Cost plus Fixed Fee or a combination of both is being submitted.

All **Firm Prices** will be held for the entire length of the nine (9) month 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 the Cooperative. 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 shall ensure that all discounts, rebates, credits, and allowances it receives are passed onto the Cooperative members. This includes, without limitation, discounts based on total order value; merchandising service fees; discounts for orders delivered directly by manufacturer to the Cooperative; allowances attributable to the Cooperative volume; performance-based allowances; fees for merchandising service, and performance-based discounts. The Distributor will maintain records and source documents in support of all costs, discounts, rebates, and credits. The

Vendor will provide credits or refunds to the Cooperative member within 60 days of notification in writing from the Cooperative member.

NOTE:

- *The SFA shall ensure that the Distributor 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 will be paid from the nonprofit school food service account to the Distributor net of all discounts, rebates, and other applicable credits accruing to or received by the Distributor 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.*

C. Ordering Procedures

Each Distributor will 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 must be available. If minimum orders are required, this must be disclosed with detailed requirements in the response.

D. Stocked Items, Substitutions and Special Orders

The Cooperative expects the Distributor to fulfill 98 percent of orders without shortages, outages or substitutions. If Distributor 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 the Cooperative Board.

Special orders will not ship out automatically. The Vendor will work with assigned representative for the affected Cooperative member as to 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.

E. Delivery

Individual schools, their delivery locations and delivery windows are listed on attachment B.

Delivery days and times will be defined by each of the individual schools/school districts.

In the event of a school closure or environmental event that prohibits normal delivery, the delivery will be rescheduled to the first open day after closure or event. The Districts will notify the Vendor as soon as they are aware of a District/School closure.

Notification of rescheduled delivery will be the responsibility of the Vendor.

All shipments shall be delivered FOB: Destination. Additional freight, fuel or delivery surcharges should be identified as part of the solicitation response. Rescheduled delivery in the circumstances aforementioned will be at no additional cost.

F. Communication

Distributor shall designate a contact person to work with the Cooperative.

Reports: Please indicate what reports are available (Velocity, Stock Status, etc). Distributor will provide all reports as requested by the Cooperative within five (5) business days.

G. Payment Terms

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

H. Product Specifications

Refer to the Attachment E, Product 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.

Complete all required columns for each product. If the brand field states, "Approved Equivalent", indicate the brand name, pack size, product number, and item number of the item you are bidding. If the brand field states "Specify Brand" please respond with a product that you feel fits the description along with the "SPEC" sheet for the product.

Unit prices shall be provided by the Bidder on the Product List Form. The Bidder shall enter, "No Bid", for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

Quantities shown on the Product List are based on previous years' purchases and are accurate to the best of our ability. However, Distributors must understand that the fact that a quantity is stated on an item does not constitute a guarantee to purchase any amount in excess of requirements.

IV. Standard Terms and Conditions

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

Recordkeeping

Books and records of the Cooperative'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 the Cooperative, state and federal representatives, and auditors.

Auditing Rights

The Cooperative reserves the right to conduct quarterly audits to ensure that the Cooperative receives the best possible Net Delivered Price for all goods covered by this contract. Distributor 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 shall furnish computer verification of costs for line items to be price verified quarterly. These reports will be due to the Cooperative by the 15th of the month following the calendar quarter. The Cooperative 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 in excess of 10 percent is found, a complete market basket audit may be performed. The Distributor shall be able to provide cost data from purchases between divisions or departments within their own organizations and from cooperatives to which they belong.

The members of the Cooperative 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.

Applicable Laws

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

Upon request from the Cooperative, Distributor 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 items shall be received in good condition. The Vendor shall not be paid for damaged products or products that show signs of contamination by pests.

Insurance

Distributor 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 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 the Cooperative.

Taxes

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

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.

Undocumented Workers

Pursuant to C.R.S. § 8-17.5-102, the Cooperative 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 L). 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 the District 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 the Cooperative, in its discretion, may terminate the contract and recover its actual and consequential damages.

Certification Regarding Debarment or Suspension

The Distributor certifies that neither the Distributor 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 specifically covenants that neither the Distributor 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”.

Lobbying

If the negotiated agreement exceeds \$100,000, Distributor 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 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 is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

Other Federally Required Contractual Provisions

Distributor 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

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).

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.
- c) Additionally, there will be an option for other districts to piggyback onto the bid when they become members of RPS. If the added dollar volume results in a material change to the value of the contract, RPS would need to rebid for goods/services.

d) **Termination for Convenience**

The Cooperative may terminate an award prior to the expiration of the term, without cause and

without penalty, upon thirty (30) days written notice to the selected Distributor.

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 shall reconcile all outstanding credits, submit all required reports and any other information within sixty (60) business days of termination.

Agreement Period

October 1, 2019 to June 30, 2020

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

Written Protest Procedures

Any bidder, person, or entity may file a bid protest with the Cooperative. 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. The Cooperative 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. The Cooperative will issue a written decision within 15 business days following receipt of the Bid protest, unless factors beyond the Cooperative'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:

- Attachment E Completed Product List (Firm Price and or Cost-plus Fixed Fee per case)
- Description of procedures, including delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, access to pricing for items not included in product list and sales staff. Also include a description of how you plan to meet each of the evaluation criteria.
- Identification of any Cooperative requirements (Section III of this RFP) that cannot be fully met.
- Proof of insurance provided. Comprehensive General Liability, Property Damage, Workers Compensation Insurance, and Automobile Liability.
- Documentation of proof of being *minority business enterprise, women's business enterprise, or a labor surplus firm.*
- Completed and signed certifications (Attachments C through J).

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

As previously stated, USDA is now requiring 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.

Supporting Attachments, not contained in this document:

- **Attachment E-** Product Lists

Attachment B

Delivery Locations/Times

Cust Name	Address	City	Delivery Window	Comments/4 Day Week
AGUILAR SCHOOL DISTRICT	420 BALSAM AVE	AGUILAR	5:00AM - 1:00PM	
WELD CNTY SCHOOL DIST RE-9	209 W 1ST ST	AULT	6:30AM-12:30PM	
AVON ELEMENTARY	850 W BEAVER CREEK BLVD	AVON	7:00AM-11:00AM	
HOMESTAKE PEAK SCHOOL	750 EAGLE RD	AVON	9:00AM - 1:00PM	
BASALT ELEMENTARY	151 E COTTONWOOD DR	BASALT	7:00AM-3:00PM	
BASALT HIGH SCHOOL	600 SOUTHSIDE DR	BASALT	7:00AM-3:00PM	
BASALT MIDDLE SCHOOL	51 SCHOOL ST	BASALT	7:00AM-3:00PM	
AVERY PARSON ELEMENTARY	516 E MAIN ST	BUENA VISTA	4:00AM - 9:00AM	
BUENA VISTA HIGH SCHOOL	559 S RAILROAD ST	BUENA VISTA	4:00AM - 9:00AM	
CALHAN SCHOOL DISTRICT RJ-1	800 BULLDOG DR	CALHAN	7:00AM -3:00PM	
FREMONT CTY SCH DIST RE1	1030 S 4TH ST	CANON CITY	6:00AM-10:00AM	
CARBONDALE MIDDLE SCHOOL	180 SNOWMASS DR	CARBONDALE	7:00AM-3:00PM	
CRYSTAL RIVER ELEM SCHOOL	160 SNOWMASS DR	CARBONDALE	7:00AM-3:00PM	
ROARING FORK HIGH SCHOOL	180 SNOWMASS DR	CARBONDALE	7:00AM-3:00PM	
LARAMIE COUNTY SCH DIST	3320 MAXWELL AVE	CHEYENNE	6:00AM-10:00AM	
CHEYENNE MTN SCH DIST	1200 W CHEYENNE RD	COLORADO SPRINGS	7:00AM - 10:00AM	
CHEYENNE MTN HS	1200 CRESTA RD	COLORADO SPRINGS	6:00AM - 11:00AM	
COLO SPRINGS SCHOOL DIST 11	5260 GEIGER BLVD	COLORADO SPRINGS	6:00AM-10:00AM	
CORONADO HIGH SCHOOL	1590 W FILLMORE ST	COLORADO SPRINGS	5:30 AM-7:00AM	After 7:00 AM have to back-in from Fillmore through filled parking lot
DOHERTY HIGH SCHOOL	4515 BARNES RD	COLORADO SPRINGS	5:30AM-9:30AM	
GALILEO SCHOOL	1600 N UNION BLVD	COLORADO SPRINGS	7:00AM-11:00AM	
HANOVER HIGH SCHOOL	17050 S PEYTON HWY	COLORADO SPRINGS	6:00AM-3:30PM	Off Mondays
HOLMES MIDDLE SCHOOL	2455 MESA RD	COLORADO SPRINGS	6:00AM-9:30AM	
HORIZON MIDDLE SCHOOL	1750 PIROS DR	COLORADO SPRINGS	5:30AM-9:30AM	
JACK SWIGERT AEROSPACE	4220 E PIKES PEAK AVE	COLORADO SPRINGS	7:00AM-11:00AM	
JENKINS MIDDLE SCHOOL	6410 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	6:00AM-9:30AM	
MANN MIDDLE SCHOOL	1001 E VAN BUREN ST	COLORADO SPRINGS	6:00AM-9:30AM	
MITCHELL HIGH SCHOOL	1205 POTTER DR	COLORADO SPRINGS	5:30AM-9:30AM	
NORTH MIDDLE SCHOOL	612 YAMPA ST	COLORADO SPRINGS	6:00AM-9:30AM	
PALMER HIGH SCHOOL	301 N NEVADA ST	COLORADO SPRINGS	6:00AM-9:30AM	
RUSSELL MIDDLE SCHOOL	3825 E MONTBELLO BLVD	COLORADO SPRINGS	6:00AM-10:00AM	
SABIN MIDDLE SCHOOL	3605 N CAREFREE CIR	COLORADO SPRINGS	6:00AM-10:00AM	
SAND CREEK HIGH SCHOOL	7005 N CAREFREE CIR	COLORADO SPRINGS	5:30AM-9:30AM	
SKY-VIEW MIDDLE SCHOOL	6350 WINDOM PEAK BLVD	COLORADO SPRINGS	6:00AM-10:00AM	
TESLA EDUC OPP CENTER	2560 INTERNATIONAL CIR	COLORADO SPRINGS	6:00AM-10:00AM	
VISTA RIDGE HIGH SCHOOL	6888 BLACK FOREST RD	COLORADO SPRINGS	6:00AM-10:00AM	
WASSON HIGH SCHOOL	2115 AFTON WAY	COLORADO SPRINGS	5:30AM-10:00AM	
WEST MIDDLE SCHOOL	1920 W PIKES PEAK AVE	COLORADO SPRINGS	6:00AM-10:00AM	
COMMUNITY LEADERSHIP ACDY	6880 HOLLY CT	COMMERCE CITY	7:00AM-11:00AM	
VICTORY PREP ACADEMY	5701 QUEBEC ST	COMMERCE CITY	7:00AM - 2:00PM	
MOFFAT COUNTY SCHOOL DIST	900 FINLEY LN	CRAIG	3:00AM-7:00AM or Anytime after 7:00 AM	
CRESTED BUTTE SCHOOL	838 RED LADY AVE	CRESTED BUTTE	6:30AM - 3:30PM	
DELTA COUNTY SCHOOL DIST	7655 2075 RD	DELTA	8:00AM - 4:00PM	
DELTA HIGH SCHOOL	1400 PIONEER RD	DELTA	6:00AM - 11:00AM	
DELTA MIDDLE SCHOOL	910 GRAND AVE	DELTA	6:00AM - 11:00AM	
GARNET MESA ELEM SCHOOL	600 A ST	DELTA	6:00AM - 12:00PM	
LINCOLN ELEM SCHOOL	1050 HASTINGS ST	DELTA	6:00AM - 12:00PM	
FT LOGAN NORTH GATE	4000 S LOWELL BLVD	DENVER	5:30AM - 11:00AM	
GLOBAL VILLAGE ACADEMY	555 W 112TH AVE	DENVER	No info	
SHERIDAN HIGH SCHOOL	3201 W OXFORD AVE	DENVER	5:30AM - 11:00AM	
BRUSH CREEK ELEMENTARY	333 EAGLE RANCH RD	EAGLE	6:00AM-11:00AM	
EAGLE VALLEY ELEMENTARY	237 E 3RD ST	EAGLE	9:00 AM-1:00 PM	
EAGLE VALLEY MIDDLE	737 E 3RD ST	EAGLE	8:00AM-11:00AM	
BENJAMIN EATON ELEM	100 S MOUNTAINVIEW DR	EATON	6:00AM-1:00PM	
EATON ELEMENTARY	25 CHEYENNE AVE	EATON	6:00AM-1:00PM	
EATON HIGH SCHOOL	114 PARK AVE	EATON	6:00AM-1:00PM	
EATON MIDDLE SCHOOL	225 JUNIPER AVE	EATON	6:00AM-10:45AM	
BATTLE MTN HIGH SCHOOL	151 MILLER RANCH RD	EDWARDS	7:00AM-11:00AM	
BERRY CREEK MIDDLE SCHOOL	1000 MILLER RANCH RD	EDWARDS	7:00AM-11:00AM	
EDWARDS ELEMENTARY	22 MEILE LN	EDWARDS	6:30AM-11:30AM	
JUNE CREEK ELEMENTARY	1121 MILLER RANCH RD	EDWARDS	7:00AM-11:00AM	
ELIZABETH C-1 SCHOOLS	137 WALNUT ST	ELIZABETH	10:00AM - 2:00PM	
ELLCOTT ELEMENTARY	399 S ELLICOTT HWY	ELLCOTT	6:30AM - 12:00PM	Tuesday or Thursday Deliveries
ELLCOTT HIGH SCHOOL	375 S ELLICOTT HWY	ELLCOTT	6:30AM - 12:00PM	Tuesday or Thursday Deliveries
ELLCOTT MIDDLE SCHOOL	350 S ELLICOTT HWY	ELLCOTT	6:30AM - 12:00PM	Tuesday or Thursday Deliveries
ALICE TERRY ELEMENTARY	4485 S IRVING ST	ENGLEWOOD	5:30AM -11:00AM	
EARLY CHILDHOOD ED CTR	4100 S HAZEL CT	ENGLEWOOD	6:00AM - 11:00AM	
CLEAR CREEK HIGH SCHOOL	185 BEAVER CANYON RD	EVERGREEN	6:00AM-12:00PM	
CLEAR CREEK KING MURPHY	425 CIRCLE K RANCH RD	EVERGREEN	6:00AM-10:00AM	
PARK CTY SCH RE2	640 HATHAWAY ST	FAIRPLAY	5:30AM - 9:30AM	
FALCON HIGH SCHOOL	10255 LAMBERT RD	FALCON	6:00AM-10:00AM	
FALCON SCHOOL DISTRICT 49	10850 WOODMEN RD	FALCON	6:00AM-10:00AM	
PINNACLE CHARTER SCHOOL	1001 W 84TH AVE	FEDERAL HEIGHTS	6:00AM-10:00AM	

Attachment B

Delivery Locations/Times

Cust Name	Address	City	Delivery Window	Comments/4 Day Week
PINNACLE HIGH SCHOOL	1001 W 84TH AVE	FEDERAL HEIGHTS	6:00AM-10:00AM	
FLORENCE HIGH SCHOOL	2006 HIGHWAY 67	FLORENCE	7:00 AM-2:45 PM	No deliveries between 11:15 AM-1:00 PM. Closed Fridays
FREMONT RE-2 SD	403 W 5TH ST	FLORENCE	7:00 AM-1:30 PM	No deliveries between 11:00 AM-12:30 PM. Closed Fridays
CO EARLY COLLG FT COLLINS	4800 WHEATON DR	FORT COLLINS	No info	
POUDRE VALLEY SCH DIST	1502 S TIMBERLINE RD	FORT COLLINS	7:00AM - 11:00AM	
GALETON ELEMENTARY	24750 3RD ST	GALETON	6:00AM-1:00PM	
VALLEY HIGH SCHOOL	903 BIRCH ST	GILCREST	6:00AM-1:00PM	Tuesday Delivery, Closed Mondays
GLENWOOD SPRINGS MIDDLE	120 SOCCER FIELD RD	GLENWOOD SPRINGS	7:00AM-3:00PM	
GLENWOOD SPRINGS ELEM	915 SCHOOL ST	GLENWOOD SPRINGS	7:00AM-3:00PM	
GLENWOOD SPRINGS HIGH	1340 PITKIN AVE	GLENWOOD SPRINGS	7:00AM-3:00PM	
RIVERVIEW SCHOOL	228 FLYING M RANCH RD	GLENWOOD SPRINGS	7:00AM-3:00PM	
SOPRIS ELEMENTARY	1150 MT SOPRIS DR	GLENWOOD SPRINGS	7:00AM-3:00PM	
EAST GRAND SCHOOL DIST	795 N 2ND STREET	GRANBY	No info	
EAGLE VALLEY HS	641 VALLEY RD	GYPSUM	6:00AM-2:00PM	
GYPSUM CREEK MIDDLE SCH	401 GRUNDEL WAY	GYPSUM	9:00AM-1:00PM	
GYPSUM ELEMENTARY	601 HWY 6	GYPSUM	9:00AM-1:00PM	
RED HILL ELEMENTARY	100 GRUNDEL WAY	GYPSUM	6:00AM-2:00PM	
HAYDEN SCHOOL DISTRICT	300 BREEZE BASIN BLVD	HAYDEN	7:00AM-11:00AM	
PLATIE VALLEY ELEMENTARY	601 CLARK ST	KERSEY	9:00AM-1:00PM	
PLATIE VALLEY HIGH SCHOOL	910 CAMPBELL ST	KERSEY	9:00AM-1:00PM	
PLATIE VALLEY MIDDLE SCHOOL	700 HILL ST	KERSEY	9:00AM-1:00PM	
KIOWA HIGH SCHOOL	525 COMMANCHE ST	KIOWA	9:00AM-3:00PM	4 Day week/Closed Fridays
WEST GRAND SCHOOL DIST	715 KINSEY AVE	KREMMLING	10:00AM-2:00PM	
PETE MIRICH ELEMENTARY	300 1ST AVE	LA SALLE	6:00AM-1:00PM	Tuesday delivery-closed Mondays
PEAK TO PEAK CHARTER SCH	800 MERLIN DR	LAFAYETTE	6:00AM-10:00AM	
INTERMEDIATE SCHOOL	1000 W 6TH ST	LEADVILLE	6:00AM-10:30AM	
LAKE CITY HIGH SCHOOL	1000 W 4TH ST	LEADVILLE	8:00AM-12:00PM	
PITTS ELEMENTARY SCHOOL	315 W 6TH ST	LEADVILLE	8:00AM-12:00PM	
WEST PARK ELEMENTARY	130 W 12TH ST	LEADVILLE	6:00AM-12:00PM	
ST VRAN CDC	1200 S SUNSET ST	LONGMONT	9:00AM-1:00PM	
ST VRAN VALLEY SCHOOLS	2929 CLOVER BASIN DR	LONGMONT	5:30AM-10:30AM	
THOMPSON SCHOOL DISTRICT	2890 N MONROE AVE	LOVELAND	6:30AM-2:00PM	
MANITOU SPRINGS ELEM	110 PAWNEE AVE	MANITOU SPRINGS	5:30AM-6:30AM or 8:30 AM-1:00 PM	
MEEKER SCH DIST RE1	520 E SCHOOL ST	MEEKER	7:00AM-11:00AM	
MONTROSE COUNTY SCHOOL	930 COLORADO AVE	MONTROSE	6:00AM-12:00PM	
LEWIS PALMER HIGH SCHOOL	1300 HIGBY RD	MONUMENT	7:00AM-11:00AM	
LEWIS PALMER MIDDLE SCHOOL	19255 MONUMENT HILL RD	MONUMENT	7:00AM-11:00AM	
RIDGE HIGH SCHOOL	19255 MONUMENT HILL RD	MONUMENT	7:00AM-11:00AM	
OAK CREEK SCH DIST RE3	305 S GRANT AVE	OAK CREEK	12:00PM-4:00PM	
BEA UNDERWOOD ELEM	741 TAMARISK TR	PARACHUTE	6:00AM-11:00AM	Monday's Off
GRAND VALLEY HIGH SCHOOL	8600 HWY 6/24	PARACHUTE	6:00AM-2:00PM	Monday's Off
GRAND VALLEY MIDDLE SCH	364 SIPPRELLE DR	PARACHUTE	6:00AM-12:00PM	Monday's Off
PENROSE ELEMENTARY	100 ILLINOIS ST	PENROSE	No info	
FALCON MIDDLE SCHOOL	9755 TOWNER AVE	PEYTON	6:00AM-10:30AM	
PEYTON ELEMENTARY	13550 BRADSHAW RD	PEYTON	11:00AM - 2:00PM	
PEYTON HIGH SCHOOL	13885 BRADSHAW RD	PEYTON	10:00AM - 2:00PM	
HIGHLAND ELEMENTARY (Weld 9)	101 2ND ST	PIERCE	8:00AM-1:00PM	
SOUTH VALLEY MIDDLE SCHOOL	1004 S MAIN ST	PLATTEVILLE	6:00AM-1:00PM	Tuesday delivery-closed Mondays
PRARIE HEIGHTS ELEMENTARY	7930 INDIAN VILLAGE HTS	PUEBLO	6:00AM - 2:00PM	
RANGELY RE-4	550 RIVER RD	RANGELY	8:00AM - 4:00PM	Friday's Off
RIDGWAY SCHOOL	1200 GREEN ST	RIDGWAY	8:00AM-2:00PM	
GARFIELD RE-2	215 E 30TH ST	RIFLE	6:00AM-2:00PM	Friday's Off
MIAMI YODER SCHOOL	420 S RUSH RD	RUSH	7:00AM - 2:00PM	
BIG SANDY SCHOOL DISTRICT	18091 CR 125	SIMLA	7:00AM - 2:30PM	
STEAMBOAT SPRINGS HS	45 MAPLE ST	STEAMBOAT SPRINGS	7:30AM-1:00PM	
STRAWBERRY PARK MIDDLE	325 7TH ST	STEAMBOAT SPRINGS	7:30AM-1:00PM	
HOEHNE SCHOOL	19851 COUNTY ROAD 72	TRINIDAD	5:00AM-9:30AM	Monday's off
Red Sandstone Elementary School	551 N FRONTAGE RD	VAIL	8:00:00 AM-11:00 AM	
ACADEMY NORTH CAMPUS	12161 PARK CENTER DR	WESTMINSTER	7:00AM - 11:00AM	
ACADEMY OF CHARTER SCHOOL	11800 LOWELL BLVD	WESTMINSTER	8:00AM - 12:00PM	
WINDSOR CHARTER ACADEMY	680 ACADEMY CT	WINDSOR	6:00AM - 10:00AM	
WINDSOR SCHOOL DISTRICT	180 N 8TH ST	WINDSOR	9:00AM - 1:00PM	
EDISON CO SD 54 J	14550 EDISON RD	YODER	6:30AM - 4:30PM	Monday's Off
Bennett Ranch Elementary	11243 LONDERRY RD	PEYTON	6:00 AM-10:30 AM	

Attachment C

Vendor Pricing Form

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

Completed proposal must be submitted no later than: September 13th, 2019 at 1:00 PM MDT.

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 the Cooperative.

I understand that the Cooperative 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 F
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
-----------	--	------

Attachment G

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.

Name of Company

Address of Company

City State Zip Code

Name of Submitting Official

Title of Submitting Official

Signature

Date

Attachment G

CERTIFICATION REGARDING LOBBYING

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 H

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 any RPS member school district 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 I
VENDOR PROPOSAL FORM
RFP #20-100 Purchase of Non-Food Items

(Proposals Must Be Received By: September 13, 2019 at 4:00 p.m. MDT)

Submitted By (please type or print):

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Proposal Certification (If a Proposal is offered):

The undersigned hereby affirms that:

- ◆ He/She is a duly authorized agent of the Bidder;
- ◆ He/She has read the General Terms and Conditions, the Special Conditions which were made available to the Firm or Individual in conjunction with this Proposal and fully understands and accepts these terms unless specified variations have been expressly listed on the Proposal Form;
- ◆ The Proposal is being offered independently of any other Bidder; and
- ◆ He/She agrees that this is a requirements and firm price contract for a specified period, not a guaranteed volume contract.
- ◆ He/She has included all required Attachments C through L.

By: _____
Manual Signature of Agent

Date

Typed/Printed Name of Agent

Title of Agent

Note: Proposals without the manual signature of an authorized agent of the Bidder shall be considered non-responsive and ineligible for award.

Attachment I

VENDOR PROPOSAL FORM

Variations:

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 _____

Sect _____ Variance _____

Sect _____ Variance _____

Sect _____ Variance _____

Sect _____ Variance _____

Sect _____ Variance _____

Attach additional sheets if necessary.

Attachment J

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 K

Scoring Rubric for RFP #20-100 Purchase of Non-Food Items

Evaluator:

Vendor:

RFP Scoring Rubric

Score each section objectively and to the best of your ability.

Responsive - meets requirements of solicitation.

Responsible - ability to provide goods/services.

Scoring is as follows 0= Non Responsive; 1= Fails to Address Request; 2= Partial Address to Request; 3= Addresses Request; 4= Fully Address Request; 5= Exceeds Request

Criteria	0	1	2	3	4	5
Cooperative's Objectives						
1. Does the respondent demonstrate an understanding of the objectives of the cooperative?						
Evaluator Comments:						
Procedural Requirements						
<i>Proposal submission</i>						
1. Was the proposal submitted on time and to the correct location?						
2. Name of firm and signed by authorized firm employee?						
Evaluator Comments:						
Requirements						
Pricing Method and Fees						
1. Pricing methods are clearly described as "Firm Price", "Cost plus Fixed Fee" or a combination of both.						
1a. Firm Price provided - describe all, partial or none. Do not score if none.						
1b. Cost plus Fixed Fee pricing provided - describe all, partial or none. Do not score if none.						
2. Prices of all goods are clearly defined						
3. "Cost plus percentage" is NOT used for pricing						
4. Respondent addresses disclosure of discounts, rebates, credits, and allowances for a final lowest price to the SFA.						
5. Respondent addresses maintaining records of all documents supporting cost, discount, rebates and credits.						
6. Respondent will allow SFA to ensure all disclosures of discounts, rebates, allowances, and incentives.						
7. Respondent will only charge the SFA for allowable costs.						
Evaluator Comments:						
Ordering Procedures						
1. Distributor has an online ordering method available and training to all SFAs						
2. Additional alternative ordering methods by phone and fax are available.						
3. Respondent addresses minimum orders required or not.						
Evaluator Comments:						

Attachment K

Scoring Rubric for RFP #20-100 Purchase of Non-Food Items

Stocked Items, Substitutions and Special Orders	0	1	2	3	4	5
1. Distributor can fulfill 98% of orders without shortages, outages or substitutions.						
2. When items are temporarily out of stock, distributor will deliver an equal or superior product at an equal or lower price.						
3. Distributor will ask for prior approval of substitution.						
4. Change of a stock items will be pre-approved by Co-op board						
5. Distributor will not ship special orders automatically and work with the SFA as to the delivery date.						
Evaluator Comments:						
Delivery	0	1	2	3	4	5
1. Distributor can fulfill delivery locations, times and frequency listed in Attachments B.						
2. Distributor will reschedule delivery in the event of a school closure or environmental event that prohibits normal delivery and will be rescheduled to the first open day after the closure.						
3. Distributor will notify SFA immediately if normal delivery must be rescheduled.						
4. Shipments will be delivered FOB: Destination. No additional cost for rescheduled delivery as stated in proposal.						
5. Distributor has clearly identified any additional freight, fuel or delivery charges.						
Evaluator Comments:						
Communication	0	1	2	3	4	5
1. Distributor has designated a contact person to work with the Cooperative.						
2. Distributor will provide all reports as requested by the Cooperative within five (5) business days.						
Evaluator Comments:						
Payment Terms	0	1	2	3	4	5
1. Respondent accepts the terms of payment within 30 days from the date of receipt and approval of invoices.						
2. Respondent will not charge interest on late payments.						
Evaluator Comments:						
Product Specifications	0	1	2	3	4	5
1. Attachment E, Product List of Market Basket, has been completed.						
2. Equivalent items have "SPEC" sheets attached.						
Evaluator Comments:						
Standard Terms and Conditions	0	1	2	3	4	5
Auditing Rights: Respondent will allow auditing rights to the Cooperative to demonstrate best price.						
Evaluator Comments:						

Attachment K

Scoring Rubric for RFP #20-100 Purchase of Non-Food Items

Applicable Laws:	0	1	2	3	4	5
1. Distributor addresses operation with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities.						
2. Distributor is willing to provide facility inspection forms and comments from applicable federal, state and local agencies as well as procedures for safety and sanitation.						
3. Distributor will assure all items are received in good condition.						
4. Distributor will not charge the SFA for items that are damaged or products that show signs of pest contamination.						
Evaluator Comments:						
Insurance:						
1. Respondent has shown proof of all insurance outlined in the solicitation and insurance certificates are within dates of expiration and plan to renew.						
Evaluator Comments:						
Taxes: Respondent will not charge the SFA for sales tax.						
Evaluator Comments:						
Undocumented Workers:						
1. Provided valid assurance to comply with undocumented workers act CRS 8-17.5-102						
2. Written certification has been submitted for this act.						
Evaluator Comments:						
Certification Regarding Debarment or Suspension: Respondent certifies compliance with debarment or suspension Executive Orders.						
Evaluator Comments:						
Lobbying: Respondent certifies compliance with lobbying regulation.						
Evaluator Comments:						
Other Federally Required Contractual Provisions: Distributor has provided documentation to comply with Contract Work Hours and Safety Standards Act, Equal Employment Opportunity, Davis-Bacon						
Evaluator Comments:						
Right to Inventions Made Under Contract: Respondent will comply with USDA Inventions regulation.						
Evaluator Comments:						
Final Payments: Respondent agrees to final payments clause.						
Evaluator Comments:						
Attachment Checklist						
	0	1	2	3	4	5
Attachment E Completed Product List (Firm Price and or Cost plus Fixed Fee per case)						

Attachment K

Scoring Rubric for RFP #20-100 Purchase of Non-Food Items

	0	1	2	3	4	5
Description of procedures, including delivery timelines, minimum delivery quantities, payment terms, credits, special orders, communication services, access to pricing for items not included in product list and sales staff. Also include a description of how you plan to meet each of the evaluation criteria.						
Identification of any Cooperative requirements (Section III of this RFP) that cannot be fully met.						
<i>Documentation of proof of being minority business enterprise, women's business enterprise, or a labor surplus firm.</i>						
	Yes		No			
Respondent will keep records and make them available for three (3) years from end of contract.						
Proof of insurance provided. Comprehensive General Liability, Property Damage, Workers Compensation Insurance, and Automobile Liability.						
Respondent will work in accordance with the Open Records Act and provided a public version of their proposal.						
Completed and signed certifications (Attachments C through J).						
References are K-12 SFAs - individual scoring section (Worth 10 points)	Points Awarded (0-10) _____					
Evaluator Comments:						
Pricing- Overall Value	0	10	20	30	40	50
Pricing- Overall value to the cooperative (When considering fees, drop sizes, product pricing, rebates, discounts, credits and other financial implications (Score 0-50; 0= least cost effective/50= Best						
Evaluator Comments:						

Vendor Score

Criteria	Max Score	Vendor Score
<i>Pricing</i>	125	
<i>Responsiveness (in blue)</i>	75	
<i>Responsible (in green)</i>	50	
<i>Service & Delivery - Ability to meet the requirements in Section III-D, Attachment B. (in magenta)</i>	25	
<i>References – Experience with K-12 SFAs (in dark red)</i>	10	
<i>Online ordering and an alternative ordering method by phone or fax (in dark orange)</i>	10	
<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	
Total	300	