Request for Proposal

Point of Sale + School Meal Application Collection and Reporting System B2712

To be considered, proposals must be received prior to the proposal deadline, late proposals will not be accepted.

Proposers are advised that from the date this RFP is issued until the award of the Contract, no contact with Aurora Public Schools (APS) personnel related to this solicitation is permitted, except as authorized by the Purchasing Manager. **Inquiries regarding this solicitation must be submitted, by email to at** kpignatello@aurorak12.org.

RETURN TO:

BidNet - B2712
Kati Pignatello
Aurora Public Schools

RFP SCHEDULE OF ACTIVITIES **(subject to change)**

EVENT	**DATE**
Issuance of RFP	September 01, 2026
Questions Deadline via BidNET	September 09, 2026 10 AM MT
Answers Addendum Issued	September 16, 2026
Proposal Deadline	**October 14, 2026 10 AM MT**
Evaluation of Proposals	October 19-30, 2026
Round 2 - **Presentations If Needed** (please save the date)	November 16-18, 2026
Selection of Proposals - Intent to Award	November 2026
Board of Education Approval: (*if needed*)	TBD
Contract Negotiation of Contract - Final Award	TBD

REQUEST FOR PROPOSAL B2712
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If any of the Documents listed above are missing from this package, please contact the Purchasing official, Kati Pignatello at kpignatello@aurorak12.org.

SECTION I: VENDOR ACKNOWLEDGEMENT

Does your offer comply with all the terms and conditions? If no, indicate exceptions — Yes________ No________

Does your offer meet or exceed all specifications? If no, indicate exceptions — Yes________ No________

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified. — Yes________ No________

State percentage of prompt payment discount, if offered. — ________%

Will you accept the District's Visa as payment for goods and/or services purchased from this Proposal? — Yes________ No________

Will the Vendor have access to or collect any student data? — Yes________ No________

If a redacted version of your proposal is not received, we will share your master response in the event of a CORA Request. By signing this acknowledgment, you are confirming that you understand.

The undersigned hereby affirms that (1) they are a duly authorized agent of the Vendor, (2) they have read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in their offer, (3) that the offer is being submitted on behalf of the Vendor in accordance with any terms and conditions set forth in this document, and (4) that the Vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission and (5) **Vendor must acknowledge any and all addendum(a) below by initialing each box for the number of addenda received.** (6) Section V. Code of Conduct and Conflict of Interest Certification shall be signed and returned with the Offer. (7) they comply specifically with the debarment and lobbying clauses Under Section II.

Name of Company: ____________________ Address: ____________________

City/State: ____________________ Zip: ____________ Contact Person: ____________________

Title: ____________________ Phone: ____________ Email Address: ____________________

Authorized Representative's Signature: ____

(Offers must contain signature of an authorized agent of the Vendor)

Printed Name: ____________________ Title: ____________________ Date: ____________

Email Address: ________________________________ Phone: ____________________

Addendum(s) Acknowledged	1	2	3	4	5	6	7	8	9	10	11

1. **APPLICABILITY**. These General Terms and Conditions apply, but are not limited to, all bids, proposals, qualifications and quotations (hereinafter referred to as "Offers'', "Proposals" or "Responses") made to the Adams-Arapahoe School District 28J (Aurora Public Schools, hereinafter referred to as "District") by all prospective vendors (hereinafter referred to as "Vendors" or "Contractors") in response, but not limited, to Invitations for Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as "Solicitations").

2. **CONTENTS OF OFFER**

   A. **General Conditions**. Vendors are required to submit their Offers in accordance with the following expressed conditions:

      1) Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.

      2) Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Purchasing Department's procedures, and local, state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

      3) Submission of an Offer is deemed as acceptance of all terms, conditions and specifications contained in the District's Solicitations. Any proposed modification must be accepted in writing by the District prior to award of the Contract or Purchase Order.

      4) The District reserves the right to reject any and all Offers or any part thereof, to waive any irregularities or informalities, and to award the Solicitation to the Vendor as deemed in the best interest of the District.

      5) All Offers and other materials submitted in response to this Solicitation shall become the property of the District.

      6) The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall comply with the regulations found within 45 CFR Part 620, "Government Debarment and Suspension (Non-procurement)."

      7) The Vendor certifies, to the best of its knowledge and belief that:

         No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification thereof.

         If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the individuals listed above in connection with this Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

         The Vendor shall require that the language of this certification and disclosure requirement be included in all subawards and contracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly. no federal appropriated, or any other funds have been or will be paid on behalf of the Vendor, to any person for influencing the award of a Federal contract, grant, loan or cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

      8) The Vendor is required to carry the insurance linked here.

B. **Open Records – Disclosure of Information to the District**. The Vendor understands that all material provided or produced by the Vendor in response to this Solicitation may be subject to the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201, et seq. (2006). Proposals will however, remain confidential during the submission and negotiation period, until a contract(s) is fully executed.In the event of the filing of a lawsuit to compel such disclosure, the District will tender all such material to the court for judicial determination of the issue of disclosure and the Vendor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Vendor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the District of all reasonable attorney fees, costs and damages that the District may incur directly or may be ordered to pay by such court.

C. **Clarification and Modifications in Terms and Conditions**

1) Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Specifications outlined in this Solicitation, the Specifications then the Special Terms and Conditions will prevail.

2) If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a **written request** (either via email or BidNet as determined on the Question Deadline on the RFP Schedule of Activities on page 1) for clarification to the District's Contact person as stated in the Special Terms and Conditions.

   Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

   The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Aurora Public Schools utilizes Rocky Mountain E-Purchasing System (RMEPS/BidNet) at https://www.bidnetdirect.com/colorado to distribute official copies of the Solicitations, and any addenda for use in preparing Offers. Vendors are responsible for checking BidNet to retrieve any addendum (a). Vendor shall certify its acknowledgment of the addendum (a) on the Vendor Acknowledgement Form and return it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

D. **Prices Contained in Offer--Discounts, Taxes, Collusion**

1) Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2) Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

3) The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

4) All costs incurred in preparing a proposal shall be the responsibility of Vendors.

3. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1) The Offer must be typed or legibly printed in ink. All corrections made by the Vendor must be initialed by the authorized agent of the Vendor.

2) Offers must contain a signature of an authorized agent of the Vendor in the space provided on the Solicitation Vendor Acknowledgement Form. **The original acknowledgement form of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original acknowledgement form of the Solicitation, its Offer shall be invalid and shall not be considered.**

3) Unit prices shall be provided by the Vendor on the Solicitation's Specification and Pricing Form when required in conjunction with the prescribed method of award and **shall be for the unit of measure requested.** Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.

4) Alternate Offers will not be considered unless expressly permitted in the Specifications Special Terms and Conditions.

5) The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

6) The proposal shall be formatted based on the requirements listed in Section IV and shall be labeled/numbered and combined into one single file, except for Excel documents Exhibit A: Pricing & Specs and Exhibit B: Questionnaire.

B. Submission

1) **<u>In person submittals will not be accepted</u>.** Proposals must be uploaded and submitted through Rocky Mountain E Purchasing (BidNet) by or before the due date and time. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

2) In the event that there is a CORA request the District asks that each Vendor submit one (1) separate redacted version of their proposal. Be sure to clearly mark each proposal file as "Master" or "Redacted". All redacted documents should be clearly marked as "Confidential", "Proprietary", "Privileged", etc. as appropriate and include a short statement explaining the basis why the records should be exempted from disclosure under CORA. The District will not be responsible for evaluating the incorrect proposal if they are not clearly labeled.

3) Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted by the District. No other form shall be accepted.

5) Offers submitted via facsimile machines or email will not be accepted.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive.

4. MODIFICATION OR WITHDRAWAL OF OFFERS

A. BidNet allows users to modify Offers prior to the time and date set for the Offers to be opened.

B. Withdrawal of Offers

1) Offers may be withdrawn prior to the time and date set for the opening. On BidNet, users may withdraw their Offer up until the deadline.

2) In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. Such requests must be made in writing on company letterhead. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

5. **REJECTION OF OFFERS**

   A. **Rejection of Offers**. The District may, at its sole and absolute discretion:

      1) Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

      2) Re-advertise this Solicitation;

      3) Postpone or cancel the process;

      4) Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or

      5) Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any Vendor or challenger as a result of these determinations or decisions by the District.

   B. **Rejection of a Particular Offer**. The District may, at its sole and absolute discretion, reject an Offer under any of the following conditions:

      1) The Vendor misstates or conceals any material fact in its Offer;

      2) The Vendor's Offer does not strictly conform to the law or the requirements of the Solicitation;

      3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation's Special Terms and Conditions;

      4) The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation's Special Terms and Conditions and/or Technical Specifications;

      5) The Offer has not been executed by the Vendor through an authorized signature on the Specifications Vendor Acknowledgement.

   C. **Elimination From Consideration**

      1) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

      2) An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to faithfully perform any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

      3) An Offer may not be accepted from, nor any contract awarded to, any person related to any District employee and such a relationship would create a material financial interest or result in the violation of APS Board Policy GBEA by either Vendor or the District employee.

   D. **Right to Waive Bids**. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

6. **EVALUATION CRITERIA**. Offers received will be evaluated based on the criteria identified in Section IV. These criteria will form the basis for review of the written proposals.

7. **AWARD OF CONTRACT**. The District shall award a contract to a Vendor through the issuance of a Formal Award, Contract or Purchase Order. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Contract or Purchase Order are collectively an integral part of the contract between the Adams-Arapahoe School District 28J and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

8. **APPEAL OF AWARD**. Vendors may appeal by submitting, **in writing**, a detailed request for reconsideration to the District's Executive Director of Finance within 72 hours after the Intent to award is posted on BidNet, provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected Vendor.

9. **NEGOTIATIONS**. The District reserves the right to conduct negotiations with Vendors and to accept revisions of any or all of the contents of the proposal(s). During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors in response to CORA requests. Once an award is made and contract is executed, the solicitation file and the proposals contained therein are in the public record.

10. **CONTRACTUAL OBLIGATIONS**

A. **Local, State and Federal Compliance Requirements.** Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, codes and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA). If applicable, material safety data sheets must be sent with the proposal.

B. **Disposition**. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.

C. **Employees**. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

1) The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2) The Vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3) In accordance with the District's Tobacco-Free Schools (ADC) and Drug and Alcohol Free Workplace(GBEC) policies, no employee of the Vendor shall be permitted to use tobacco, drugs, alcohol,marijuana products, or any controlled substances when performing work on District property.

4) To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Purchasing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of Vendors should be coordinated through the Purchasing Department.

5) **Background Checks.** The Contractor and every person, including any subcontractor or agent of the Contractor, who provides direct services to students, or who has access to student data, shall be required to have a criminal background check that meets the requirements of § 22-32-109.7, C.R.S. and other District requirements, including a fingerprint-based conviction investigation. A Colorado Bureau of Investigation criminal history check and Name Check investigation for any person providing services under this Contract do not meet District requirements. The costs associated with the background checks are solely the Contractor's responsibility. Thereafter, any personnel, subcontractor, volunteer or agent hired or added during the term of this Contract shall satisfy the requirements set forth in this Section before performing services on Contractor's behalf. The Contractor shall make the background check results available upon request of the District in compliance with the provisions of § 24-72-305.3, C.R.S. The District also reserves the right to conduct its own criminal background check of every person before Services begin.

a) Notwithstanding the criminal background check requirement as set forth above, Contractor hereby certifies that no employee, subcontractor, volunteer or agent of the Contractor performing the Services has been convicted in Colorado or in any other State of a criminal offense involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence. Contractor shall notify the District immediately upon the discovery or receipt of any information that any person performing services on Contractor's behalf has been detained or arrested by a law enforcement agency of the aforementioned crimes. Contractor understands that allowing any employee, subcontractor, volunteer or agent of the Contractor performing the Services who has been arrested or convicted of the aforementioned crimes to: (i) provide direct services to students, (ii) access student data, or (iii) enter onto District property, constitutes a material breach of this Contract and may result in the immediate termination of this Contract and referral to law enforcement for possible criminal charges, or additional civil sanctions pursuant to federal and state law. Misdemeanor conviction(s) may not necessarily result in the immediate termination of this Contract. Misdemeanor convictions are evaluated on a case-by-case basis, considering the nature and gravity of the offense, time elapsed since the offense, conviction, or time served, and the nature of the Services. Upon the District's request, the Contractor shall provide documentation of every person performing the Services to substantiate the basis for this certification.

E. **Delivery**. Prices, quotes and deliveries are to be **FOB destination, freight prepaid**, and shall require inside delivery unless otherwise specified in the Solicitation's Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor's price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort

F. **Material Priced Incorrectly**. As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, the Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

G. **Governing Law.** Venue for any and all legal action regarding or arising out of transactions covered herein shall be solely in the State of Colorado. The laws of the state of Colorado shall govern the transaction.

H. **Infringement Claims**. The respondent shall defend all suits or claims for infringement of any alleged patent rights, copyright or trade secrets arising under this agreement and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting there from, including, but not limited to, royalties, license fees and attorneys' fees.

11. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications to the existing contract must be expressed in writing through an Amendment to the contract and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

12. TERMINATION OF CONTRACT

A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.

C. Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.

13. ELECTRONIC SIGNATURES AND ELECTRONIC RECORD

A. Contractor consents to the use of electronic signatures by the District. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the Owner in the manner specified by the Owner. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14. FORCE MAJEURE

A. Neither the Contractor nor the District shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means acts of God; acts of the public enemy; acts of the District and any governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes; illegality, or unusually severe weather.

REQUEST FOR PROPOSAL B2712
SECTION III: SPECIAL TERMS AND CONDITIONS

1. **PURPOSE:** The purpose of this request is to select a vendor who can provide the District with a point of sale system for lunch-related fees, as well as a collection and reporting system for free and reduced lunch meal applications.

2. **TERM OF CONTRACT:** Initial Term of the contract will be July 1, 2027 through June 30, 2028 with four additional options to renew for one year each.

3. **CONTACT PERSON:** For additional information regarding the Specifications and requirements of this Solicitation, please contact Kati Pignatello at kpignatello@aurorak12.org. Unauthorized contact with a District employee other than the Procurement Agent regarding this RFP may result in disqualification.

4. **RESPONSE TO QUESTIONS:** Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, via BidNet. The Vendor submitting the question shall be responsible for ensuring that the question is received by the Procurement Agent on BidNet by the question deadline stated on the cover page of this solicitation.

   Any official interpretation of this Solicitation must be made by an agent of the District's Purchasing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Purchasing Department.

5. **METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE AND ORAL PRESENTATION:** For this Solicitation, the Evaluation Committee will score Responses in up to two phases. In the first phase, the Committee will score written Responses by reviewing documentation submitted by the Contractors. Evaluations will be based on the criteria in Section IV. In the second phase, if necessary, the Committee may invite a limited number of Contractors who received the highest scores during phase one to provide an oral presentation. The number of Contractors who are invited to provide an oral presentation will be determined by the Committee after the written Responses have been scored. Round Two will be based on a ranking scale.

   The District reserves the right to conduct negotiations with Contractors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Contractors. Once the award is made and contract is finalized, the solicitation file and the proposals contained therein are in the public record.

   The District reserves the right to make multiple awards from this process. The District further reserves the right to periodically open this RFP to add more pre-qualified offers.

6. **METHOD OF PAYMENT - LUMP SUM PAYMENT AFTER WORK IS COMPLETED:** Upon completion and acceptance of the work required in conjunction with this Solicitation, the successful Contractor shall submit one lump sum invoice to the District's Accounts Payable Department at accountspayable@aurorak12.org. The invoice shall reflect the total value of the contract and shall reference the appropriate Purchase Order number, the address of the workplace, and all itemized material and labor costs, if applicable. The date of the invoice shall not exceed thirty calendar days from the date that the work was completed and accepted. Under no circumstances shall the invoice be submitted to the District in advance of such completion and acceptance.

7. **PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT:** If the Contractor is awarded a contract under this Solicitation, the prices proposed by the Contractor shall remain fixed and firm during the term of the contract, provided, however, that the Contractor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

8. **SALES TAX:** The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

9. **CONFLICTS WITHIN THE CONTRACT DOCUMENTS:** In the event that conflicts exist within the Contract Documents, the policies stated in the following paragraphs shall govern: A. Addenda shall supersede all other Contract Documents to the extent specified. Subsequent addenda shall supersede prior addenda only to the extent specified. B. Drawings and Specifications are intended to agree and be mutually explanatory and shall be accepted and used as a whole and not separately. Should any item be omitted from either the drawings or Specifications as specified, it shall be implied that such omissions are contained in both the drawings and the Specifications as necessary for the proper construction of the work herein specified. Should any error or disagreement between the Specifications and drawings exist or appear to exist, the Vendor shall not avail itself of such manifestly unintentional error or omission, but must have the same explained or adjusted by the District's representative before proceeding with the work in question.

10. **COOPERATIVE PURCHASING EFFORTS:** Aurora Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO - Multiple Assembly of Procurement Officials, CEPC - Cooperative Educational Procurement Council). We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

11. **INDEMNIFICATION**: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

12. **EQUAL OPPORTUNITY:** Aurora Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard all protected classes inclusive of gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, Vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**. The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request. Vendor shall comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR Part 60.

13. **ACCESSIBILITY:** Vendor shall comply with and all Services provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor’s Office of Information Technology (OIT) pursuant to Section §24-85-103 (2.5), C.R.S. Vendors shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Vendor shall indemnify, save, and hold harmless the District against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by the District in relation to Vendor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

14. **WORK PRODUCT:** Unless explicitly set forth in writing and executed by both parties, any intellectual property, software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively “materials”) delivered by Vendor in performance of its obligations under this contract shall be the exclusive property of Aurora Public Schools. Ownership rights shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the materials. Vendor shall comply with all applicable Cyber Security Policies of the State of Colorado (the “State”), or Aurora Public Schools, as applicable, and all confidentiality and non-disclosure agreements, security controls,

and reporting requirements.

15. **ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD:** Although this Solicitation specifies the exact number of items to be purchased by the District, it is understood and agreed that the District may, during the term of the contract, purchase additional quantities of the same model or brand of item from the successful Contractor. This option, if exercised, is the prerogative of the District and shall be honored by the Contractor as a condition of contract award.

16. **ADJUSTMENT OF QUANTITIES:** While the quantities stipulated in this Solicitation will be used by the District for purposes of determining the low Contractor meeting Specifications, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

17. **BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME:** If the successful Contractor experiences a back order of items from its manufacturer or distributor, the Contractor shall insure that such back orders are filled within a reasonable period of time. The Contractor shall not invoice the District for back ordered items until such backorders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel backorders, seek the items from another Contractor, and charge the Contractor for any re-procurement costs.

18. **PROJECT SHALL BE COMPLETED BY NO LATER THANJune 30, 2027:** The Contractor shall implement the system by no later than June 30, 2027. All work shall be performed in accordance with good commercial practice and the work schedule and completion dates shall be adhered to by the successful Contractor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the Contractor. In these cases, the Contractor shall notify the District of the delays completion date can be negotiated. Should the Contractor(s) to whom the contract(s) is awarded fail to complete the work within time required, it is hereby agreed and understood that the District reserves the right to cancel the contract with the Contractor and to secure the services of another Contractor to complete the work. If the District exercises this right, the District shall be responsible for reimbursing the Contractor for work which was completed and found acceptable to the District in accordance with the Specifications. In addition, the District may, at its sole discretion, request payment from the Contractor, through an invoice or credit memo, for any additional costs over and beyond the original price which were incurred by the District as a result of having to secure the services of another Contractor.

19. **CONSIGNMENT OF CONTRACT NOT ALLOWED:** Responses will only be considered from firms which are directly engaged in the business of performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another Contractor.

20. **DISCOUNTS OFFERED DURING TERM OF CONTRACT:** The successful Contractor(s) may offer the District discounts below the original prices quoted in the Response during the term of the contract. In addition, Contractor(s) are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

21. **DUPLICATE SHIPMENTS ARE NOT ALLOWED:** The District will not accept duplicate shipments of items. If the Contractor sends duplicate shipments to a District location, the Contractor shall either retrieve the items at no cost to the District or allow the District to retain the items at no cost to the District.

22. **EMERGENCY SERVICE:** The successful Contractor shall provide emergency service on a 24 hours/seven-days-a-week basis. During regular work hours, as defined by the District, emergency service response time shall be no more than 1 hour after verbal notification by the District. During non-work hours, the emergency service response time shall be no more than 2 hours after verbal notification by the District.

23. **FINANCE/PURCHASE OPTION:** The District, at its sole discretion, may elect to either finance or purchase the equipment which is specified in this Solicitation. For this reason, Contractor(s) are strongly encouraged to offer both monthly financing and full purchase prices in their Responses. When quoting financing prices, Contractor(s) shall quote a firm, fixed monthly charge and the number of monthly payments to be incurred. The Contractor shall also stipulate the total principal cost and finance charges. If the District determines to select a financing arrangement, it is understood and agreed that the District may, at any time during the financing period, pay the remaining principal without penalty, thereby avoiding the finance charges that would have been incurred during the life of the financing arrangement.

24. **FURNISH AND INSTALL REQUIREMENTS:** These Specifications may describe the various functions and types of work required to install the equipment purchased in conjunction with this Solicitation. Any technical omissions of functions or types of work within these Specifications shall not relieve the Contractor from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Contractor shall include all costs associated with installation in its proposed unit cost to the District and shall not identify installation costs as a separate item unless specifically allowed on the Specification and Pricing Form.

25. **LIMITATIONS OF EXCLUSIVE CONTRACT**: Although the purpose of this Solicitation is to secure a contract that can satisfy the total needs of the District, it is hereby agreed and understood that this Solicitation does not constitute the exclusive rights of the successful Contractor(s) to receive all orders that may be generated by the District in conjunction with this Solicitation. Accordingly, the District reserves the right to either seek a separate Offer for any order or project exceeding 10% of the total cost of this Solicitation, or to seek the services of the awarded Contractor.

26. **LIQUIDATED DAMAGES FOR LATE DELIVERY:** Upon failure of the Contractor to deliver the product(s) in accordance with the Specifications and to the satisfaction of the District within the time stated, the Contractor shall be subject to charges for liquidated damages in the amount of $500/day for each and every calendar day that the product is not delivered to, and accepted by, the District. As compensation due to the District for loss of use and for additional costs incurred by the District due to such non-completion of work, the District shall have the right to deduct said liquidated damages from any amount due or that may become due to the Contractor under this agreement or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor.

27. **SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION:** After the Responses are opened by the District, the Contractor(s) may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Contractor of such and will specify the deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Contractor(s) competencies and abilities. On the basis of this evaluation criteria, the District shall be the sole judge of the abilities of each Contractor in conformance with standards established in the Specifications and its decision shall be final.

28. **SERVICE TO EQUIPMENT SHALL BE OFFERED AS AN OPTION:** While this solicitation is for the acquisition of equipment, the District is encouraging Contractor(s) to offer a fixed hourly labor rate and a cost plus mark-up charge for parts, materials and supplies that can be provided to the District after installation and/or acceptance of the equipment. This service must be performed within the geographic boundaries of the Metro Denver, Colorado area and at the Contractor's facilities in order to be considered. This Offer shall be stated in the Contractor's Response. The District reserves the right to accept or reject this Offer in its best interest.

29. **TRAINING MANUALS SHALL BE PROVIDED:** The successful Contractor shall supply the District with a comprehensive training manuals which describe the appropriate use of the equipment purchased by the District in conjunction with this Solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment.

30. **WARRANTY REQUIREMENTS FOR EQUIPMENT:** The Contractor shall supply a copy of its written warranty certificates with its Response. Under no circumstances shall the District accept a standard warranty period of less than twelve months from the date of acceptance of the equipment. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor, regardless of whether the Contractor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Contractor does not constitute waiver of these warranty provisions.

31. **WARRANTY FOR REPAIRS AND PARTS:** All replacement parts and repairs supplied by the Contractor shall be warranted for a minimum period of ninety calendar days after the repairs and/or parts have been received and accepted by the District.

32. **PERFORMANCE STANDARDS AND SERVICE LEVEL AGREEMENTS:** The Contractor agrees to maintain a service uptime of 99.9% as measured monthly, excluding pre-approved maintenance windows. The Contractor shall provide a response to critical issues (system-wide failure) within one hour and resolution within 24 hours. Non-critical issues shall be addressed within three business days.

33. **SOFTWARE UPDATES AND MAINTENANCE:** The Contractor shall provide regular software updates, patches, and enhancements to address security vulnerabilities, improve functionality, and ensure compliance with changing regulations at

no additional cost to the District. The Contractor shall notify the District at least two weeks prior to any updates that may affect functionality or require user training.

34. **TERMINATION AND TRANSITION ASSISTANCE:** Upon termination of this Agreement, the Contractor shall provide transition services to the District, including but not limited to the export of all District data in a mutually agreed-upon format, technical support for data migration, and access to software for a transition period of no less than 90 days. These services shall be provided at no additional cost to the District.

35. **ACCESSIBILITY:** The Contractor warrants that the software complies with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and is fully accessible under the Americans with Disabilities Act (ADA). Any non-compliance identified during the term of this Agreement shall be promptly remedied at the Contractor's expense within 30 days of notification.

36. **DATA PRIVACY AND SECURITY:** The Contractor shall comply with all applicable Colorado laws and regulations governing data privacy and security, including the Colorado Student Data Transparency and Security Act and any rules or policies issued by the Colorado Department of Education. The Contractor shall maintain compliance documentation and provide such records to the District upon request.

37. **DATA SECURITY AND PRIVACY COMPLIANCE:** The Contractor agrees to comply with all applicable federal and state privacy laws, including but not limited to FERPA, COPPA, and CIPA, as well as the Colorado Student Data Transparency and Security Act (C.R.S. 22-16-101 et seq.). Contractor(s) will ensure that all data is encrypted at rest and in transit using industry-standard protocols and will undergo regular third-party security audits to certify compliance with these requirements. Audit reports will be made available to the District upon request.

38. **DATA OWNERSHIP AND ACCESS:** All data collected, processed, or stored by the Contractor on behalf of the District, including but not limited to student, staff, and parent/guardian data, shall remain the sole property of the District. The Contractor shall not use, share, or disclose District data for any purpose other than fulfilling its obligations under this Agreement. Upon termination of the Agreement, the Contractor shall return all District data in a machine-readable format and certify in writing that all copies have been permanently deleted.

39. **DISASTER RECOVERY AND BUSINESS CONTINUITY:** The Contractor shall maintain and provide the District with a comprehensive disaster recovery and business continuity plan that ensures data protection and minimal service disruption. The plan shall include provisions for off-site backups, restoration timelines, and contact points for urgent support. The Contractor guarantees a minimum uptime of 99.9%, excluding scheduled maintenance, and agrees to penalties for failure to meet this standard.

40. **BREACH NOTIFICATION AND LIABILITY:** The Contractor shall notify the District of any data breach, unauthorized access, or security incident involving District data within 24 hours of discovery. The Contractor shall bear all costs associated with breach response, including but not limited to investigation, breach notification to affected individuals, credit monitoring services, and any fines or penalties resulting from noncompliance with applicable data privacy laws.

41. **CUSTOM DEVELOPMENT OR MODIFICATIONS:** Any custom developments or modifications to the software platform requested by the District and implemented by the Contractor shall become the property of the District. The Contractor grants the District a perpetual, royalty-free license to use, modify, and distribute such customizations.

REQUEST FOR PROPOSAL B2712
SECTION IV: SCOPE OF WORK/EVALUATION CRITERIA

1. OVERVIEW

A. Aurora Public Schools (APS) is the fifth largest school district out of 179 public school districts in Colorado. It is located in Aurora, the 54th largest city in the nation and the third largest in the state. It is a city on the eastern border of Denver, Colorado, with a population of more than 410,000 covering nearly 165 square miles. There are 62 schools in the district: 5 child development centers, 20 elementary schools, 11 P-8 / K-8 schools, 5 middle schools, 1 Grades 6-12 academy, 6 high schools, 1 vocational/technical college, 1 gifted and talented K-8 school, 11 charter schools and 1 home school support program. As of 2025-26, APS enrolled approximately 38,000 students.

B. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified vendors to provide a comprehensive K-12 Point of Sale (POS) and Meal Accountability system to serve Aurora Public Schools (APS) students, families, and staff. The software solution must deliver a complete, user-friendly platform that handles point of sale operations, meal accountability reporting, online web payment processing, and an online application system for Free and Reduced Lunch (FRL).

C. Nutrition Services currently collects 5,800 online applications, 200 manual entry applications, and 23,000 direct certifications annually. Aurora Public Schools currently runs a total of 65 food sites, resulting in $28.6M in revenue/sales, including $26.9M in reimbursable meals. APS Currently services approximately 40,382 student meals daily.

2. CORE SYSTEM & INTEGRATION REQUIREMENTS

A. To meet the District's operational and compliance needs, the proposed system must strictly adhere to the following integration and reporting requirements:

1) **SIS & ERP Integration:** The system must integrate with the District's current Student Information System, Infinite Campus, as well as Oracle Cloud. The integration must support standard data exchange methods, specifying whether the software utilizes OneRoster, Clever, SFTP, or other API integrations.
2) **Data Integrity & Identifiers:** All data exchanged must maintain consistent student identifiers, utilizing either the SASID or LASID.
3) **Data Validation and Error Reporting:** The system must provide validation reports identifying missing, conflicting, duplicate, or invalid data prior to submission or export. The system must identify discrepancies between the FRL system and Infinite Campus and provide tools to resolve those discrepancies.
4) **CDE State Reporting Compliance:** The system must generate the exact data required for Colorado Department of Education (CDE) reporting.
   Provision 2 Guidance-National School Lunch and School Breakfast Program
5) **At-Risk & Demographic Data:** The system must align with CDE student demographic file layouts, tracking precise "Free/Reduced Lunch Price Eligible" categories and the detailed "At-Risk Status" codes.
   2026-2027 Student Interchange—Student Demographic File Layout
6) **Best of Year FRL Tracking:** The platform must accurately capture and report the trailing 5 years of FRL eligibility per student.
7) **At-Risk Status**: The system must maintain and report At-Risk Status separately from Free/Reduced Lunch Price Eligibility and must support the current and future CDE definitions, codes, and reporting requirements for At-Risk Status. The system must maintain historical At-Risk Status information necessary to support CDE Student October and other state reporting requirements.
8) **Best of Year Indicator:** The file exports must include a distinct field indicating the highest FRL eligibility level reached by a student during the school year (Best of Year) for CDE At-Risk funding calculations.
9) **Federal Provision Capabilities:** The platform must be capable of supporting alternative federal meal counting and claiming procedures, such as managing base-year claiming percentages and tracking total daily meal counts for non-base years under USDA Provision 2.
10) **Data Retention:** Retain all data for auditing purposes for up to 8 years and/or according to USDA Child Nutrition regulations and requirements.

3. FREE-REDUCED LUNCH (FRL)/COMMUNITY ELIGIBILITY PROVISION (CEP) APPLICATION MANAGEMENT

A. **Direct Certification (DC) Imports & Processing**
   1) **High-Volume Data Processing:** Upload, remove duplicates and process 40,000+ student records per batch. Run matching systematically as needed throughout the year. Automatically update student files with new Direct Certification (DC) matches.
   2) **Source & Category Filtering:** Administrative capability to select specific import sources (e.g., SNAP, Medicaid Free, Medicaid Reduced, TANF, Migrant, etc.).
      a) Automatic SNAP DC status to supersede any existing status for the current school year.
   3) **Extension Controls:** Configurable rules allowing staff to enable or disable the auto-extension of DC status to other household members. Match using Student ID, First/Last Name and Date of Birth.
   4) Ability to run reports of all the direct certification students added/updated due to the direct certification process
   5) **Reporting and Auditing:** Track DC additions/updates and export bi-monthly Colorado Department of Education (CDE) match reports (1st and 15th of each month). Export applications with submission method (online, hand-entered) and who the form was signed and entered by.

B. **Application Workflows (Online & Paper)**
   1) **Online Application Rules & Guardrails**
      a) **Automated Income Approvals:** System must instantly process and approve applications meeting federal income criteria.
      b) **Queue Routing:** Route complex applications (categorical/special situations, duplicate names, mismatched case numbers) to manual clerk queues.
      c) **Validation and Disclosures:** Enforce case number digit lengths (e.g., SNAP restricted to seven (7) digits). Require legal disclosure acceptance prior to submission.
      d) **Paper Application Processing:** Scan or manually key-enter paper applications; record special designations (e.g., emancipated youth).

C. **Verification Management**
   1) **Sampling and Auditing:** Pull applications for cause or via configurable pools (Standard 3%, Alternate 1, Alternate 2).
   2) **Automated Processing:** Automatic calculation of totals, route selected applications to "pending" status and send email/print selection notices.
      a) **Process Enforcement/Safeguards:** Block new applications from parents actively under verification, displaying step-by-step guidance to complete the audit.

   3) **Multi-School & Program Management**
      a) **Program Versatility:** Simultaneous support for **Community Eligibility Provision (CEP)** eligible sites, **Non-CEP** sites, standard National School Lunch Program (**NSLP)** schools and non-District charter schools that do not use Infinite Campus.
      b) **Carryover and Transfers:** Administrative ability to set custom carryover cutoff dates independently by school and grade level. Automatically track CEP to Non-CEP student moves, applying the mandatory ten (10) day transition.

4. DATA QUALITY
A. **Comprehensive Student Records & Historical Hub**
   1) **Household Profiles:** Centralized profile displaying linked household members, assigned students and financial oversight (fees, account balances, itemized purchases).
   2) **Granular Source Detail:** Display explicit eligibility sources (e.g., *Free Income*, *Free DC*, *Free Medicaid*, *Reduced*

Income, Reduced Medicaid). Apply temporary statuses with meal level, expiration date and rationale notes.

3) **Audit & Communication Logs:**
    a) Permanently store multi-year student history (meal statuses, school assignments, signed disclosures, and past applications).
    b) Permanently log all sent communications (letter type, date, delivery address, processing administrator
4) **Direct Certification History:** Detailed DC log displaying Student ID, full name, effective date, certification type, extension status/details, notification date/source, household matching links, and the admin user who completed the import.
5) **Internal Communication Notes:** Record staff interaction notes for family support calls or visits.

5. REPORTING & DATA EXPORTS

A. Native export to PDF and Excel. Custom filters by School ID/Name, School Year, Date Range and Active/Inactive status.

B. Operational & Application Reports

1) **New Applications:** Filterable by Portal, Admin, Import Sources; Roster or detailed layouts with optional meal status encryption.
2) **Pending, Unsigned & Missing Application:** Track incomplete submissions and school-level lists of enrolled students lacking an application (supports daily automated emails to staff).

C. Eligibility & DC Audit Reports

1) **Enrollment & Status:** Summarize enrollment by school, status, source, carryover dates and percentage breakouts (Free, Reduced, Denied).
2) **DC & Extension Log:** Detailed audit log including Student ID, name, status, school, grade, address, determination source, notification date/method, extension origin/reason, address proof verification and processing user.

6. POINT OF SALE (POS) SYSTEM (refer to Exhibit A)

A. POS Hardware & Peripherals

1) **Hardware:**
    a) Touchscreen, Windows-based POS terminals with network/WiFi capabilities.
    b) Tablets with network/WiFi capabilities
    c) Barcode/ID Scanners
    d) Manual PIN Entry Keypads
    e) Credit Card Reader (Swipe, Chip, Tap-to-Pay, Apple/Google Pay)
    f) Electronic Cash Drawer (with automated nightly closeout)
    g) Thermal Receipt Printer
    h) Electronic Signature Pads

7. REPORTING

A. User defined reporting for account/meal activity must include but not limited to the following: (reports must be available when system goes live)

1. Meal account balances report using a variety of filters including but not limited to individual, site, grade, balance type, and summary of all.
2. Inactive balance report for Great Colorado Payback. Ability to report patron name, number, address, balance and inactive date on accounts with positive balances that have been inactive for three years.
3. Daily meals served report for each site (school, program or department) by eligibility, date, and by meal type, breakfast, lunch, snack, and dinner (Edit check).
4. Associated meals report showing meals served by a single site with all patron data.
5. Meals served report summarized by site showing enrollment and eligibility data, number of days served, and total number of breakfasts, lunches, snacks and dinners served. Ability to report data in a format consistent with CDE's claim upload.

6. Sales reports providing itemized meal and a la carte sales by district, POS terminal, cashier, or site.
7. Credit card bank transfer batch report showing patron name, number, grade, amount, payment method, fee name, associated site, drawer/transaction id, batch id, and user email.
8. Patron activity report showing sales, payments, and adjustments for individual accounts.
9. Daily cash drawer reconciliation reports using a variety of filters including but not limited to date, date range, site, POS, and cashier.
10. Cash reconciliation summary by site showing daily sales, closing amounts, deposits and over/short amounts.
11. Summarized data showing total number of accounts and total amount of funds in " meal" accounts, not including accounts with a negative balance.

8. FREE & REDUCED ELIGIBILITY

A. Letters & Notifications

1) **Letter Generation & Family Communications**
   a) **Multi-Language Support & Delivery:** Generate FRL status letters (DC, application, verification) letters in multiple languages. Preview letters before sending with capabilities to override email delivery and force physical printing.
   b) **Customization Tools & Metadata:** Customizable templates (district logos, custom headers, digital signatures, verbiage) including mandatory federal/state nondiscrimination statements. Dynamically print both the Effective Date and Print Date on every document.

9. TECHNICAL REQUIREMENTS AND SERVICE LEVELS

A. Implementation and Testing

1) Deploy the new platform in a test environment for initial validation.
2) Conduct user acceptance testing (UAT) with APS stakeholders.
3) Implement the platform in the production environment upon successful testing.
4) The scope of any software solution should, at a minimum, include a development and production environment.

B. Post-Implementation Support

1) Provide post-implementation support for the first year in addition to providing technical support throughout the term of the agreement.
2) Monitor system performance and address any issues that arise.
3) Conduct a post-implementation review at 1, 3, and 6 months to identify areas for improvement.

C. Data Management and Integration

1) **Data Interoperability:** The proposal should detail how the software will integrate with the district's existing systems, especially the Student Information System (SIS) and Oracle Cloud (ERP). Specify the data exchange standards the software supports (e.g., OneRoster, Clever, SFTP, API). SSO and SAML: List Integration options
2) **Data Migration:** The vendor should provide a detailed plan for migrating data from the district's current system to the new software. This plan should include a timeline, a description of the data migration process, and a strategy for data validation and cleanup.
3) **Data Ownership:** The RFP should clearly state that the school district retains ownership of all its data. The vendor should describe its data access and use policies.
4) **Data Backup and Recovery:** The vendor must describe its data backup and disaster recovery procedures. This should include the frequency of backups, the location of backup storage, and the guaranteed time to recover in the event of data loss.

D. Security and Privacy

1) **Compliance with Regulations:** The software must comply with all relevant federal, state, and local regulations, including the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA).

2) **Data Encryption:** The proposal should specify that all data, both in transit and at rest, must be encrypted using industry-standard encryption protocols.
3) **Access Control:** The vendor must describe the software's access control features, including role-based access controls that allow the district to define user permissions based on job responsibilities.
4) **Security Audits and Penetration Testing:** The vendor should provide information on their security practices, including whether they conduct regular security audits and penetration testing. They should also be prepared to share the results of these tests with the district.

E. Technical Support and Service Level Agreements (SLAs)

1) **Support Availability:** The RFP should specify the required hours of technical ongoing support (e.g., 24/7, business hours) and the available support channels (e.g., phone, email, chat).
2) **Response and Resolution Times:** The vendor must commit to specific response and resolution times for technical support requests, based on the severity of the issue.
3) **Uptime Guarantee:** The vendor should provide a guaranteed uptime percentage for the software (e.g., 99.9%). The SLA should also specify the remedies for failing to meet this guarantee, such as service credits.
4) **Maintenance and Updates:** The vendor should describe their process for software maintenance and updates, including how they notify the district of planned downtime and how they roll out new features.
5) Software as a service (SAAS) Preferred
6) Vendor Hosted

F. Implementation and Training

1) **Implementation Plan:** The vendor must provide a detailed implementation plan, including a timeline, key milestones, and the roles and responsibilities of both the vendor and the district. At a minimum, the plan must include the following:
    a) Deploy the new platform in a test environment for initial validation.
    b) Conduct user acceptance testing (UAT) with APS stakeholders.
    c) Implement the platform in the production environment upon successful testing.
    d) The scope of any software solution should, at a minimum, include a development and production environment.
2) **Training Plan:** The proposal should include a comprehensive training plan for all users, including Administrators, FRL clerks, kitchen managers and kitchen cashiers. The plan should specify the training format (e.g., in-person, online, train-the-trainer), the duration of the training, and the training materials that will be provided.
3) **Professional Development:** The vendor should offer ongoing professional development opportunities to help the district get the most out of the software, and through software upgrades and releases.
4) Platform trainer to provide a comprehensive training for all user groups and admin groups. Develop user manuals and training materials.
5) On boarding professional services or virtual/classroom based training are acceptable as well.

G. Technical Specifications and Requirements

1) **Platform Compatibility:** The software must be compatible with the district's existing hardware and software, including operating systems, web browsers, and mobile devices.
2) **Accessibility:** The software must be compliant with the Americans with Disabilities Act (ADA) and the Web Content Accessibility Guidelines (WCAG) 2.1 AA per Colorado HB 21-1110
3) **Scalability:** The vendor must demonstrate that the software can scale to meet the district's current and future needs, including an increasing number of users and a growing volume of data.
4) **AI:** List any AI components used within the software
5) Dashboarding: List dashboarding options within the platform

H. System Availability (Uptime)

1) Contractor shall maintain a minimum of 99.9% monthly uptime. During peak operations (July 1 – October 15, and start-of-year enrollment), all scheduled maintenance must be performed outside of school operating hours (6:00 AM – 6:00 PM MST) with 10 business days' advance notice.

I. Maintenance & Change Management

1) Contractor must provide at least 15 business days' written notice for any system, schema, or API changes. Changes to data schema or sync schedules must be validated in an APS-approved test environment prior to production deployment.

J. Incident Response

1) **Critical (Severity 1):** System down, security breach, or integration failure blocking October Count. Response Time: < 4 hours; Resolution: Continuous work until resolved.
2) **High (Severity 2):** Impaired functionality (e.g., inaccurate FRL status, sync errors). Response Time: < 8 business hours; Resolution: < 48 hours.
3) **Data Errors:** Identified data errors (null dates, duplicate eligibility, mismatched IDs) must be resolved within 48 hours of notification. During the October Count window (September 15 – October 15), resolution is required within 24 hours.

K. Remedies and Termination

1) **Service Credits:** If the Contractor fails to meet uptime or data resolution timelines, APS shall be entitled to service credits calculated as 10% of the monthly service fee per occurrence. Accumulated credits exceeding 30% of a quarterly fee provide grounds for Termination for Cause.
2) **Financial Liability:** The Contractor shall indemnify and hold harmless the District for costs resulting from non-compliance, including state reporting audits or At-Risk funding loss. Liability for data breaches, negligence, or willful misconduct shall not be capped at an amount less than required insurance coverage or 3× the total contract value, whichever is greater.
3) **Termination for Cause:** APS reserves the right to immediately terminate the agreement if the Contractor:
    a) Fails to resolve critical data reporting errors within the 24/48-hour window on two or more occasions within a single school year.
    b) Fails to meet accessibility or security requirements as mandated by Colorado state law.
    c) Fails to provide timely proof of required cyber and commercial general liability insurance.

L. All data exchanged under this agreement must meet the following standards

1) Student identifier: SASID or LASID. Must be consistent within a single file; mixed ID types are not acceptable.
2) Date fields: ISO format (YYYY-MM-DD). Null dates must not be represented as 12/31/1969 or any other placeholder date. Null = absent field.
3) Eligibility status codes: must match IC POSEligibility expected values. Any new status codes must be communicated to APS IT 30 days in advance.
4) Duplicate records: no student shall appear with more than one active eligibility line in a single file delivery.
5) File transfer: SFTP only. Encrypted in transit. APS pulls from SFTP server on an agreed schedule.
6) Archive: APS retains all received files for a minimum of 8 years for audit purposes.
7) FRL eligibility level per student, by year, for trailing 5 years
8) Best of Year field: the file must include a distinct field indicating the highest FRL eligibility level reached by the student during the school year, separate from current eligibility status. This field is required for CDE reporting calculations.
9) Best of Year: the year that was used for Best Of Year

10. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS/EVALUATION CRITERIA

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, all components of the proposal shall be responded to and submitted as set forth below and in Section II. With the exception of the redacted copy, Excel Files Exhibit A: Pricing and Specification and Exhibit B: Questionnaire, the proposal shall be in one combined file. The District reserves the right to reject submittals that do not follow the requested format.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS			
SECTION	**TITLE**	**DESCRIPTION/REQUIREMENTS**	**POINTS POSSIBLE**
SECTION A	Required Forms	Submit from this Request for Proposal the signed and completed Vendor Acknowledgement, page 3, the Code of Conduct and Conflict of Interest Certification, page 24, the Accessibility Attestation, page 25, Exhibit B - Questionnaire and Vendors shall provide a copy of their Certificate of Insurance.	N/A
SECTION B	Management Summary	Include a management summary, which provides an overview of proposed equipment and/or services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.	10
SECTION C	Pricing	Submit Exhibit A - Specification and Pricing Form or Submit costs for services and include any additional charges, fees, or potential variable costs.	30
SECTION D	Project Schedule and Implementation and Support Plan	Provide a detailed implementation plan and project schedule to deliver the scope of services, incorporate any configurations or customizations, training for Point of Sale and FRL, and deliverables to meet the Districts deadline of go-live of July 1, 2027 12 AM but with a full testing period of no later than May 1, 2027. Provide a detailed support plan for during implementation and post implementation, as well as a service plan for any proposed software and hardware. If you will be subcontracting out any portion of the work or partnering with other companies, show that in the plan.	15
SECTION E	Vendor Profile	Provide a Vendor Profile to include, in the following order: 1. The length of time the Vendor has been in business under the current business name and previous names of the firm, if any. 2. An overview of the company (staff size, geographic location, number and nature of the professional staff to be assigned to the District) 3. Provide resumes, staff experience, training and relevant certifications for key personnel listed. 4. An outline of the Vendor's background and overall qualifications. 5. Provide a minimum of three K-12 client references for which you have provided a similar scope/service as requested in this	20

		solicitation; including complete email address, addresses, telephone numbers and contact person. Provide any past performance with Aurora Public Schools on similar projects. 6. List any current litigation, outstanding judgments and liens with which your company is presently involved and information on any defaulted contracts in the past five years for failure to meet financial obligations.	
SECTION F	Technical Response	Provide a comprehensive response detailing your proposed software and hardware specifications, completed Exhibit B Questionnaire and system user experience. Your response must address the following: 1. Describe the user experience tailored to each primary user role, including relevant screenshots of the interface for each role. 2. Directly address each technical requirement outlined in Section IV Scope of Work, Sections 2-9. 3. Provide completed Exhibit B Questionnaire as an attachment. 4. Provide a detailed Service Level Agreement for all proposed software, including uptime guarantees, support response times and maintenance schedules.	25
SECTION G	Redacted Bid Response	Provide a *separate* redacted bid response for CORA requests	N/A

11. METHOD OF AWARD

This RFP will be evaluated by a team consisting of District employees representing the Information Technology, Nutrition Services, Programs and Compliance, Finance, and Data and Accountability teams. The evaluation team will evaluate and score proposals based upon the established criteria above.

A. **Round One:** Evaluation scores will be based upon the written Responses provided to the District for the Solicitation using the table above. After all Responses have been evaluated and scored, if necessary, the Committee will invite a limited number of the highest scoring Responses to participate in "Round Two" where they will be able to present to the Evaluation Committee. The number of Vendors who are invited to participate in the second round will be determined by the Committee after all the written Responses have been collected, evaluated and scored.

    Please Note: Round One will have a maximum point value of 100.

    Please Note: The overall score from Round One is only used to determine the Round 2 participants.

B. **Round Two (if necessary):** Will be an on-site or virtual presentation to the evaluation team. Vendors will be notified via email that they have been invited to participate in this round. Round Two will be based on a ranking scale. If Round 2 ends in a tie, Round 1 scores will be added to the Round 2 scores. Vendors will be given further information with their invitation to present.

SECTION V: CODE OF CONDUCT AND CONFLICT OF INTEREST CERTIFICATION

I, ____________________, certify as an authorized representative of [____________________], that I have read the District's ethical and purchasing policies, as listed below[1], related to my company conducting business with the District. I understand that the District's policies and regulations shall operate as a Code of Conduct. I agree to follow the District's Code of Conduct, and any legal and regulatory requirements applicable to my company's performance, work or contract, and that violating the District's Code of Conduct may result in immediate sanctions up to, and including the termination of my business relationship with the District. I understand that if I have questions concerning the meaning or application of the Code of Conduct or relevant legal and regulatory requirements, I will contact the appropriate District representative. I understand it is my responsibility to disclose any situation that might reasonably appear to be a violation of the Code of Conduct. I understand the absence of a specific guideline, practice or policy covering a particular situation does not relieve me from exercising the highest ethical standards applicable to the circumstances.

I have read the Code of Conduct, as listed below, which among other things, restates the District's policies prohibiting certain activities deemed illegal, unethical or against the best interest of the District. I accept and agree to the restrictions stated in the Code of Conduct. I hereby certify that I will comply with the Code of Conduct and to the best of my knowledge, all of my employees, subcontractors, and personnel under my supervision are aware of the Code of Conduct and will comply with its terms. I know and agree that it is incumbent upon me, and my employees to perform satisfactorily and to follow and comply with the District policies and rules as they are issued or modified from time to time.

I understand the District's Code of Conduct is a general guide to acceptable and appropriate behavior, and that I am expected to comply with it even though it may not contain all of the details and information needed during the course of my performance and work with the District.

During the period of time of my business relationship with the District, at no time will I, or any employee of mine: (i) engage in human trafficking or procure a commercial sex act; or (ii) use forced labor in the performance of my company's performance, work or contract with the District, including but not limited to, prison labor, indentured or slave labor, or bonded labor. I understand that if I, or any employee of mine, engage in any such activities my company's performance, work or contract may be immediately terminated by the District without penalty.

Further, when dealing with District employees, I will adhere to the highest ethical standards of business conduct. When seeking the resolution of regulatory or ethical issues affecting my company's interests I will do so solely on the basis of merit and pursuant to proper procedures in dealing with the District and its employees. At no time will I, or any employee of mine offer, provide or solicit, directly or indirectly, any special treatment or favor in return for anything of economic value, or the promise or expectation of future value or gain. In addition, there shall be no entertaining of District employees with the expectation of receiving any future value or gain.

I will not accept or offer gifts or gratuities, employ any person who is working for the District, nor do I have any close,[2] or immediate family[3] relationships with the District. If I do, I will immediately disclose the name and relationship of that person or persons and any existing potential conflict of interest with that District employee or any employee who may make decisions in their jobs that would allow him or her to give or receive preferential or favorable consideration in exchange for anything of a personal benefit to themselves or their friends and families. I understand that such situations could interfere with an employee's ability to make judgments solely in the District's best interest.

Accordingly, I have listed below all relationships and outside activities, which may require disclosure under the policy. I have also listed names, addresses and the nature of the relationships of all persons or entities doing business with the District from whom I, or any member of my immediate family, have received, may receive in the future, directly or indirectly, cash or a gift of more than nominal value ($25.00). Finally, to ensure there is no perceived conflict of interest, I have listed the name of all individuals employed by the District that are related to me or anyone in my business regardless of his or her position.

Printed Name________________________________ Signature____ Date_________

[1] **BCB** Board MemberConflict of Interest; **DJB** Purchasing Policy; **DJA** Purchasing Procedures; **DJG** Vendor Relations; **DIF** Information Regarding Anti-Fraud Compliance and False Claims; **GBEA** Staff Ethics/Conflict of Interest Policy; and **GBEBC** Gifts To and Solicitations by Staff Policy.[2] Close relationships means all persons, whether family or not, you may have a personal or business relation with performing work for, or on behalf of the District. [3] Immediate family means… spouse, partner in a civil union, children, related by blood or adoption, siblings, parents, and in-laws (mother, father, brother, sister, daughter and son). See, Board Policy GBEA.

SECTION VI: ACCESSIBILITY ATTESTATION

This Request for Proposal B2712 may include information technology systems (information technology and communications, including, by way of example and not limitation, all electronic information processing hardware and software (such as web pages, applications, software user interfaces, videos, or digital content of any kind) (individually and collectively, "ICT")) that are required by Colorado law to be "accessible." *See* §§ 24-85-101, *et seq.*, C.R.S.. By certifying below, Vendor acknowledges the District is relying upon Vendor to ensure compliance with Sections 24-85-101, *et seq.*, C.R.S., its implementing regulations adopted by the Governor's Office of Information Technology, State of Colorado, and compliance with Levels A and AA of the most current version of the Web Content Accessibility Guidelines (WCAG).

- ☐ By checking this box, I hereby certify that the ICT being provided as a part of the Proposal under RFP B2712 is "accessible" under Colorado law, and otherwise meets all applicable Level A and Level AA Web Content Accessibility Guideline criteria.
- ☐ By checking this box, I am confirming that this proposal includes ICT that are not fully "accessible" under Colorado law.
- ☐ By checking this box, I hereby certify that the proposed solution does not entail the District receiving any ICT, and therefore, digital accessibility regulations likely do not apply. **

In the event the Contractor cannot attest to accessibility compliance for any proposed ICT, the District reserves the right to consider the Vendor's proposal as non-responsive.

References.

Contractor is encouraged to review the latest version of the WCAG Accessibility Guidelines (Web Content Accessibility Guidelines (WCAG) 2.2 (w3.org)) as well as the Quick Reference Guide (How to Meet WCAG (Quickref Reference) (w3.org)).

Copies of the latest version of Sections 24-85-101, et seq., C.R.S., is publicly available at leg.colorado.gov/laws.