

REQUEST FOR PROPOSALS (RFP)
SCHOOL FOOD SUPPLY CHAIN TRACEABILITY & COMPLIANCE TECHNOLOGY
SERVICES
RFP #RPS-1060

DATE PROPOSALS ARE DUE: November 25, 2026, by 2:00 p.m. MST

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

All responses must be submitted electronically as directed in the Bonfire procurement application no later than November 25, 2026 by 2:00 p.m. Mountain Standard Time (MST).

Questions regarding this solicitation must be submitted in the Bonfire procurement application by November 13, 2026 at 2:00 p.m. MST.

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

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

Table of Contents

Table of Contents	2
Definitions	5
1. Cooperative's Objectives	5
1.1 Overview	5
1.1.1 Eligible Participants and Limitations	5
1.2 RPS Background & Mission	6
1.3 Role of Equalis Group	6
1.4 Program Overview	7
1.5 Vendor Participation Fee	7
2. Procedural Requirements	7
2.1 Proposal Submission	8
2.2 Inquiries and/or Discrepancies	8
2.3 Restricted and Prohibited Communications with RPS and Equalis Group	8
2.3.1 Organizational Conflicts of Interest	8
2.4 Calendar of Events	9
2.5 Evaluation Criteria	9
2.6 Vendor Presentations	10
2.7 Past Performance	10
2.8 Competitive Range	10
2.9 Best and Final Offer	10
2.10 Proposal Selection	10
2.11 Multiple Awards	11
3. Requirements	11
3.1 General Requirements	11
3.2 Traceability Requirements	11
3.3 EDI / Integration Capability	12
3.4 Analytics and Reporting Requirements	13
3.5 Compliance Document Sharing	13
3.6 GTIN-Linked Ingredient Data and Product Formulation Statements	13
3.7 Data Security, Privacy, and Ownership	13
3.8 Hosting, Support, and Training	14
3.9 Implementation	14
3.10 Out of Scope	14

3.11 Reporting Requirements	14
3.11.1 Subscription Report	14
3.11.2 Other Reports.....	14
3.11.3 Training & Self-Service	15
3.12 Communication.....	15
3.13 Payment Terms.....	15
4. Standard Terms and Conditions	15
4.1 Recordkeeping	15
4.2 Auditing Rights	15
4.3 Applicable Laws	16
4.4 Data Security and Breach Notification	16
4.5 Insurance	16
4.6 Taxes	16
4.7 ORA (Open Records Act).....	16
4.8 Undocumented Workers	16
4.9 Certification Regarding Debarment or Suspension	17
4.10 Lobbying	17
4.11 Other Federally Required Contractual Provisions	17
4.12 Right to Inventions Made Under Contract.....	17
4.13 Formation of Master Agreement.....	17
4.14 Non-Performance of Contract and Termination	18
4.15 Changes to Contract	18
4.16 Termination for Cause or Convenience	18
4.17 Data Return and Transition Assistance	18
4.18 Final Payments	18
4.19 Agreement Period.....	18
4.20 Written Protest Procedures.....	19
Attachment A — Checklist.....	20
Attachment B — Cost Proposal Form	21
Attachment C — Proposer Contact Information.....	24
Attachment D — Certification Statement Regarding Undocumented Workers	25
Attachment E — Certification Regarding Lobbying.....	26
Attachment F — Noncollusion Affidavit of Prime Bidder	27
Attachment G — Certification Regarding Debarment, Suspension, Ineligibility	28
Attachment H — Equal Opportunity Employment Act Compliance	29

Attachment I — Master Agreement Signature Form 30
 Initial Term of the Master Agreement.....30
Variations & Exceptions 31

Definitions

For consistency throughout this document:

“Vendor”, “Respondent”, or “Proposer” means a technology or software services provider that submits a proposal in response to this request. In sections of this RFP that refer to requirements or actions of the organization whose proposal is selected, **“Vendor(s)”** or **“Winning Vendor(s)”** means the organization(s) that submitted the successful proposal.

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

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

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

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

1. Cooperative's Objectives

1.1 Overview

This request for proposal (“RFP”) is being issued by Rockies Procurement Services (“RPS”), a cooperative purchasing organization serving school districts within Colorado and other states (see the RPS Member List posted with this solicitation). RPS, as the Lead Agency, has come together with Equalis Group to create a cooperative purchasing contract (also known as the “Master Agreement”) from this RFP, subject to the eligibility requirements and limitations set forth in Section 1.1.1. RPS is seeking a Master Agreement with a food supply chain traceability and compliance technology Vendor(s) who can manage an overall program (the **“Program”**) as outlined in this RFP.

The Vendor(s) will be chosen to negotiate with RPS under the terms of the proposal. The Agreement period is January 1, 2027 to December 31, 2027. There will be four (4) one-year renewal options and evaluations for those options will take place by November 15th of each year.

1.1.1 Eligible Participants and Limitations

In accordance with USDA Policy Memorandum SP 05-2017, CACFP 03-2017, SFSP 02-2017, the Master Agreement shall be available to the following entities, subject to the limitations set forth below:

a. RPS Members. All School Food Authorities (“SFAs”) that are Members of RPS at any time during the term of the Master Agreement, including all renewal periods. Current RPS Members are listed in

the RPS Member List posted with this solicitation. An SFA that becomes an RPS Member is a participant in the cooperative and is not considered an additional party under subsection (b).

b. Additional SFAs (Piggyback). No more than ten (10) SFAs that are not RPS Members may use the Master Agreement (“**Piggyback**” or “**Piggybacking**”). Eligible additional SFAs include public K-12 schools, private K-12 schools, and charter schools (“**Schools**”) participating in USDA Child Nutrition Programs. This limit is cumulative over the full term of the Master Agreement, including all renewal periods.

c. Participation Requirements. Prior to placing any order, each additional SFA shall:

- Execute a participation agreement acknowledged in writing by RPS, or by Equalis Group as RPS’s agent; and
- Determine that the goods and services are necessary for its operations and that its use of the Master Agreement complies with 2 CFR §§ 200.318–200.327, 7 CFR 210.21, and its own state and local procurement requirements.

RPS shall maintain a record of all additional SFAs and the date each was added. Once ten (10) additional SFAs have been added, no further non-member SFAs may use the Master Agreement.

d. Scope and Pricing. All participants shall purchase only the goods and services described in this RFP, at or below the pricing awarded under the Master Agreement. Pricing may vary by participant in accordance with the pricing structure awarded in the Vendor’s Cost Proposal (Attachment B).

Participation is voluntary. RPS makes no guarantee of any minimum volume or number of participating SFAs.

1.2 RPS Background & Mission

RPS started in 2009 as a southern Colorado non-profit cooperative called Rockies Purchasing Services and merged with the Northern Colorado Cooperative in 2011. In 2022, members voted to form a new entity moving the existing RPS from a non-profit organization to a public corporation (governmental entity under C.R.S. §29-1-203 and 203.5) so they may extend their membership footprint and serve as a Lead Agency for procurement. RPS is seeking to extend its membership area to additional states.

The mission of RPS and school food service is to provide a variety of healthy school meals and other food services at affordable prices in support of the educational goals of students. The schools within RPS participate in the National School Lunch and Breakfast Programs for reimbursement for meals that meet federal standards and are allocated USDA Foods for use in school meals through the Food Distribution Program. Traceability, food safety, and compliance recordkeeping capability in support of these programs are core to that mission.

1.3 Role of Equalis Group

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

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

1.4 Program Overview

RPS and Equalis Group intend to make this Program available to RPS Members and to a limited number of additional school districts, as set forth in Section 1.1.1, subject to each participating SFA's own determination that the services are necessary for its operations and consistent with its own local procurement guidelines.

The scope of this RFP is intended to address food safety and traceability needs identified by RPS Members, including but not limited to:

- Lot-level traceability for Key Data Elements (KDEs) and Critical Tracking Events (CTEs) for foods on the FDA Food Traceability List, consistent with the FDA Food Safety Modernization Act, Section 204 (“FSMA 204”);
- Traceability for product sourced outside a Member's primary distributor relationship, including local food hubs, produce suppliers, and other non-distributor sources supported by Colorado local-food purchasing grant funds;
- Full lifecycle recall management, from identification through a documented closure record;
- GTIN-linked ingredient and Product Formulation Statement (PFS) data used for USDA meal-pattern crediting; and
- Supplier compliance document sharing between distributors/suppliers and SFAs.

1.5 Vendor Participation Fee

RPS desires to fund the operations and continued growth of the organization from local funds generated through a fixed Vendor Participation Fee (“Vendor Participation Fee”), rather than charging Members an annual membership fee. The Vendor Participation Fee will be administered by Equalis Group.

The Vendor Participation Fee is fixed at two percent (2%) of platform subscription and implementation fees invoiced to participating SFAs. Vendor(s) shall provide reporting under Section 3.11 and pay the Vendor Participation Fee to Equalis Group quarterly. This participation is not a cost-plus fee, nor a rebate, and should not be referred to as such.

The Vendor Participation Fee is: (i) compliant with 2 CFR § 200.324(c), 2 CFR § 200.403, and USDA Policy Memo SP 15-2008; and (ii) not charged or paid from School Food Authority (SFA) nonprofit school food service account funds.

2. Procedural Requirements

2.1 Proposal Submission

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

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

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

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

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

2.2 Inquiries and/or Discrepancies

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

2.3 Restricted and Prohibited Communications with RPS and Equalis Group

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

2.3.1 Organizational Conflicts of Interest

Consistent with 2 CFR § 200.318(c) and § 200.319, any individual or firm that participated in drafting, reviewing, or shaping the technical specifications of this RFP prior to its issuance is not eligible to submit a proposal in response to it, and RPS will disqualify any proposal submitted in violation of this provision.

Any RPS Board member, evaluation committee member, or RPS/Equalis Group staff member who has a direct or indirect financial, contractual, advisory, or existing pilot/reference relationship with a Vendor submitting a proposal — including a relationship arising from that Vendor's services to a Member district — must disclose that relationship in writing to RPS before evaluation begins and must recuse from evaluating, scoring, or voting on that Vendor's proposal.

2.4 Calendar of Events

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

Action	Date/Time
RFP Open Date	October 5, 2026
Pre-bid Meeting	October 12, 2026, 10:00 a.m. MDT
Questions Due	November 13, 2026, 2:00 p.m. MST
RFP Responses Due	November 25, 2026, 2:00 p.m. MST
Vendor Presentations	December 9, 2026
Approval and award	December 18, 2026

2.5 Evaluation Criteria

RPS will evaluate the proposals based on the following criteria. The maximum possible score for each criterion is shown. Proposals will be evaluated by an evaluation committee using a written evaluation method consistent with the criteria and maximum scores below. Responsive Respondent(s) with the highest overall score will be recommended for award. No criteria other than those disclosed below will be used.

Criteria	Maximum Score
Technical Approach & Traceability Capability (Sections 3.1–3.6)	20
Data Security, Privacy, and Data Ownership (Section 3.7)	10
EDI / Integration Capability (Section 3.3)	10
Implementation, Support, and Training (Sections 3.8–3.9)	15
Cost	30
References — Experience with K-12 SFAs or comparable institutional customers	5
Vendor Presentations (Section 2.6)	10
Total	100

Compliance Note: award of contract will be made only to a responsive and responsible Vendor whose proposal represents the most advantageous offering to RPS and participating SFAs, price

and the other evaluation factors considered, as required by 2 CFR § 200.320(b)(2) and 2 CFR §§ 200.318–326.

2.6 Vendor Presentations

All “responsive” and “responsible” respondents within the Competitive Range may be asked to attend vendor presentations. Determination of “responsive” and “responsible” respondents will be made by reviewing the RFP responses that were submitted and selecting all that meet the RFP criteria. Vendor presentations will be at the respondent's expense.

Vendor presentations will include a demonstration of the proposed solution. Vendor presentations will be scored separately under the Vendor Presentations criterion in Section 2.5, based on the demonstration of capabilities described in the written proposal, ease of use for SFA staff and suppliers, and responsiveness to evaluator questions. Scores for all other criteria in Section 2.5 will be based on the written proposal. Respondents not invited to present will not receive presentation points. All Respondents invited to present will receive the same instructions in advance, including the format, time allotted, and any demonstration scenarios.

2.7 Past Performance

A Respondent's performance and actions under previously awarded contracts to schools, local, state, or federal agencies are relevant in determining whether the Respondent is likely to provide quality products and services to Members, including the administrative aspects of performance, the Vendor's history of reasonable and cooperative behavior, and commitment to customer satisfaction.

2.8 Competitive Range

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

2.9 Best and Final Offer

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

2.10 Proposal Selection

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

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

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

2.11 Multiple Awards

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

3. Requirements

There are several requirements outlined in this section. Respondents shall address all requirements in their response and identify how they will meet these requirements. The requirements below are stated in terms of required outcomes and performance standards. Offerors may propose any technical architecture capable of meeting these requirements; no specific platform, product, or vendor is prescribed or preferred. Proposals will be evaluated on the extent to which the proposed solution meets these requirements under the criteria in Section 2.5; Respondents are not expected to offer every capability described. Participating SFAs vary widely in size, operations, and existing systems, and Respondents should describe how individual SFAs may select and configure the capabilities they need.

3.1 General Requirements

- A cloud-hosted software service capable of onboarding multiple independent SFAs and their distributors/suppliers without requiring those parties to replace existing core systems.
- Role-based access control supporting distinct permission levels for SFA staff, distributor/vendor users, and Lead Agency/cooperative administrators.
- Respondents shall state their committed monthly uptime service level, excluding scheduled maintenance, and the remedies available to SFAs if it is not met. A service level of at least 99.5% is expected.
- Respondents shall describe the conformance of user-facing interfaces with WCAG 2.1 Level AA, consistent with Colorado House Bill 21-1110 and its implementing rules, and provide a current Accessibility Conformance Report (VPAT) or equivalent and a remediation roadmap for any gaps.

3.2 Traceability Requirements

- Capture, storage, and retrieval of Key Data Elements (KDEs) for the Critical Tracking Events (CTEs) applicable to participating SFAs for foods on the FDA Food Traceability List, consistent with FSMA § 204 recordkeeping requirements, including at minimum receiving KDEs and the traceability lot codes provided by suppliers.

- Tools or templates that allow each SFA to establish and maintain a written traceability plan consistent with 21 CFR § 1.1315.
- Ability to receive and store upstream KDEs and CTEs (e.g., harvesting, cooling, initial packing, shipping) when provided by suppliers, and to link them to the SFA's receiving records (one-step-back at minimum).
- Respondents should describe their ability to verify and document the origin of tracked product, including grower/source identification, growing region, and applicable certifications, to support local-sourcing and Buy American documentation.
- Support for GS1 identifiers, including GTIN and GLN, where provided by suppliers. Respondents should describe their support for GS1 EPCIS 2.0 (or a documented equivalent open data standard) for event-level traceability data, including system-generated traceability lot codes.
- Ability to produce traceability records within 24 hours of a request, in an electronic sortable format.
- Retention of traceability records for a minimum of two (2) years from the date created, consistent with 21 CFR § 1.1455, independent of and in addition to the contract recordkeeping period described in Section 4.1.
- Traceability for product sourced outside a Member's primary distributor relationship — including local farms, food hubs, regional aggregators, and small producers — regardless of whether that source has EDI, GS1, or other system-level integration capability, through at least one low-barrier method (e.g., web portal, mobile application, file upload, or invoice/document capture). Local food purchases, including those supported by state or federal local food funding, frequently occur outside a Member's primary distributor.
- Recall management that identifies affected lots, notifies SFA users, and documents product hold or removal. Respondents should describe their support for the full recall lifecycle, including replacement or credit reconciliation and a documented closure record showing the recall was resolved.
- Respondents should describe their support for recall simulation and mock recall exercises, independent of an actual recall event.

3.3 EDI / Integration Capability

Respondents shall describe their integration approach, including how the solution exchanges data with distributors, suppliers, and SFA systems (e.g., API, flat file, or EDI), and whether it functions as a system of record, a data-exchange layer, or both. No architecture is preferred.

- Respondents should describe their support for standard EDI transaction sets used in K-12 foodservice distribution (e.g., purchase order, purchase order acknowledgment, advance ship notice, and invoice).
- Respondents should describe pre-built or configurable integrations with school nutrition point-of-sale, menu planning, inventory, and warehouse/ERP systems. Respondents shall identify their current integration library and the process for building a new integration where none exists; any associated cost must be disclosed in the Cost Proposal (Attachment B).

- Supplier and grower onboarding tools, whether portal-based or EDI/API-based data exchange, sufficient to bring new distributors, food hubs, and growers onto the platform without requiring them to replace existing systems.
- Respondents should describe mobile data capture capability, including barcode and QR code scanning, for recording product and lot data at receiving or in the field.

3.4 Analytics and Reporting Requirements

- Standard and ad hoc reporting on product movement, supplier compliance status, and exception/recall events, including recall status (open vs. closed) and time-to-close.
- Exportable data (at minimum CSV or an equivalent non-proprietary format) so that an SFA or the Lead Agency can independently analyze or migrate its own data. Respondents should describe API access to SFA data.

3.5 Compliance Document Sharing

- A repository for exchanging and version-controlling supplier compliance documentation (e.g., certificates of analysis, specification sheets, facility certifications, insurance records) between distributors/suppliers and SFAs.

3.6 GTIN-Linked Ingredient Data and Product Formulation Statements

- Respondents should describe their ability to associate each tracked product with its GTIN and to maintain a linked ingredient profile / Product Formulation Statement (PFS) used for USDA meal-pattern crediting, with a defined process for updating that profile when a manufacturer reformulates or reissues a product under the same or a new GTIN.
- Respondents should describe their support for version history for ingredient profile/PFS changes tied to a given GTIN, so an SFA can determine which formulation was in effect for meals served on a given date.

3.7 Data Security, Privacy, and Ownership

- Written data security documentation (e.g., SOC 2 Type II report or equivalent) provided upon request.
- Contractual confirmation that all data submitted by or on behalf of an SFA remains the property of that SFA, is not sold or used for unrelated commercial purposes, and is exportable in a usable format at any time, including upon contract termination.
- The solution is not expected to process student data. If any current or future integration involves student personally identifiable information, including free and reduced-price meal eligibility information, the Vendor shall execute the participating SFA's data privacy agreement as required by the Colorado Student Data Transparency and Security Act (C.R.S. § 22-16-101 et seq.) and shall comply with the confidentiality requirements of 42 U.S.C. § 1758(b)(6) and 7 CFR § 245.6 before any such data is exchanged.
- Compliance with 2 CFR § 200.216 — the proposed solution and its components must not use covered telecommunications or video surveillance equipment or services as described in that section.

3.8 Hosting, Support, and Training

- A named support channel. Respondents shall state their response and resolution time commitments for critical and standard issues.
- Onboarding and training for both SFA staff and participating distributor/supplier users, at no cost beyond what is disclosed in the cost proposal.

3.9 Implementation

- A proposed implementation plan and timeline from contract execution to first productive use, including any phased or pilot rollout option.
- Respondents should describe their ability to bring participating SFAs to readiness ahead of the FSMA 204 compliance date of July 20, 2028.

3.10 Out of Scope

Invoice-level contract-price verification against awarded pricing, purchase-order/contract fulfillment tracking, and grant-reimbursement administration are not within the scope of this RFP and are being evaluated separately. Offerors should not price these as part of their response; RPS may issue a separate solicitation for these capabilities.

3.11 Reporting Requirements

Winning Vendor(s) shall electronically provide Equalis Group with detailed reports showing all Cooperative Member subscriptions and fees under the contract for the previous month. The first report (“Subscription Report”) is required and shall be sent via e-mail to Equalis Group offices at Reporting@EqualisGroup.org. The Subscription Report is due on the fifteenth (15th) day after the end of the previous month.

3.11.1 Subscription Report

Field	Field
Equalis Member ID	Vendor Subscription Tier
Vendor Customer Number	Contract/Subscription Start Date
Customer (SFA) Name	Platform Subscription Fee \$
Customer Street Address, City, State, Zip	Implementation / Onboarding Fee \$
Vendor Name / ID / Address	Integration / Add-on Module Fee \$
Number of Supplier/Distributor Users Onboarded	Admin Fee % / Admin Fee \$

3.11.2 Other Reports

Other reports preferred by RPS and Equalis Group include:

- Vendor performance reports, including uptime, support-ticket resolution time, and any other performance metric indicating the performance of the Winning Vendor(s).

- Adoption reports, including the number of SFA and supplier/distributor users active on the platform by Member.
- Value-added reports, including recall-closure tracking, Cooperative Member scorecards, and any other value-added report a Vendor can offer.

3.11.3 Training & Self-Service

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

3.12 Communication

Vendor(s) shall designate a contact person to work with RPS. Vendor(s) will provide product specification, data security, and compliance documentation, either in paper or electronic form, upon request from RPS. Vendor(s) will provide all reports as requested by RPS within five (5) business days.

3.13 Payment Terms

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

Appropriated Funds: Any order or subscription issued for a participating SFA pursuant to this solicitation is contingent upon the availability of appropriated funds. If funds do not become available or are withdrawn, the participating SFA reserves the right to cancel any such order or subscription. All payments to the Vendor(s) are dependent upon and subject to the availability of funds to the participating SFA for the purposes set forth in the resulting agreement. Should any contract formed hereunder be funded from SFA appropriations, and if no funds or insufficient funds are appropriated and budgeted in any fiscal year for payments due under a contract made pursuant to this solicitation, the SFA shall promptly notify the awarded Vendor(s); the SFA shall have no further obligation for the applicable fiscal year(s), and the contract shall be null and void as to that SFA, except as to portions of payment for which funds have been appropriated and budgeted.

4. Standard Terms and Conditions

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

4.1 Recordkeeping

Books and records of RPS's purchases shall be made available, upon demand, in an easily accessible manner for a period of three (3) years from the end of the agreement term (including renewals) to which they pertain, for audit, examination, excerpts, and transcriptions by RPS, state and federal representatives, and auditors, consistent with 2 CFR § 200.334.

4.2 Auditing Rights

RPS and its agent, Equalis Group, reserve the right to conduct periodic audits to ensure RPS and Members receive the agreed-upon contracted pricing, and that all costs meet the allowable cost

standards per 2 CFR § 200.403 and the applicable cost principles in 2 CFR 200, Subpart E. Vendor(s) shall be responsible for demonstrating that its subscription, implementation, and fee schedule pricing is consistent with the pricing certified in Attachment B. The Vendor(s) shall furnish verification of invoiced fees for any Member upon request, within a time period to be specified by RPS. The members of RPS expect full restitution of any billing errors found to be in the Members' favor during an audit, and that full corrective action is taken.

4.3 Applicable Laws

Vendor(s) shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities. Upon request from RPS, Vendor(s) shall also provide its latest independent security assessment, facility/data-center certifications, and its incident response and recall-support procedures.

4.4 Data Security and Breach Notification

Vendor(s) shall maintain a written information security program appropriate to the sensitivity of the data processed, and shall provide current data security documentation (e.g., a SOC 2 Type II report or equivalent) upon request. Vendor(s) shall encrypt Member data in transit and at rest, and shall notify RPS and any affected Member in writing without unreasonable delay, and in no event later than [72] hours, after discovery of any confirmed unauthorized access to, or disclosure of, Member data. Vendor(s) shall cooperate with RPS's and any affected Member's reasonable investigation and remediation of any such incident at no additional cost.

4.5 Insurance

Vendor(s) shall maintain all necessary and proper insurance for the duration of the work to be performed, including Commercial General Liability Insurance, Professional Liability/Errors & Omissions Insurance, Cyber Liability Insurance, Workers' Compensation Insurance, and, if applicable, Automobile Liability Insurance, in amounts to be specified in the resulting contract.

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

4.6 Taxes

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

4.7 ORA (Open Records Act)

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

4.8 Undocumented Workers

Pursuant to C.R.S. § 8-17.5-102, RPS may not enter into, nor renew, a contract for services with contractors who knowingly employ or contract with undocumented workers under said contract. Work under the contract also may not be subcontracted to contractors who employ or contract with undocumented workers to perform work under the contract.

Bidders shall submit a written certification with the notarized signature of a principal of the company stating that the firm understands the provisions of C.R.S. § 8-17.5-101 et seq. and does not, to its knowledge, currently employ or contract with undocumented workers (Attachment D). In the event a successful bidder fails to comply with these requirements, such noncompliance shall constitute a material breach of the contract and RPS, in its discretion, may terminate the contract and recover its actual and consequential damages.

4.9 Certification Regarding Debarment or Suspension

The Vendor(s) certifies that neither the Vendor(s) nor its principals, subcontractors, or sub-recipients (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, and are not included on the Excluded Parties List System (“EPLS”) maintained by the General Services Administration (“GSA”). By responding to this RFP, the respondent is certifying it is in “Good Standing” (Attachment G).

4.10 Lobbying

Vendor(s) will submit a certificate (Attachment E) 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. If Vendor(s) has paid, or will pay, any funds other than federal appropriated funds for such purposes, Vendor(s) is required to submit a “Disclosure Form to Report Lobbying” at the time of the executed contract and at the time of any renewals.

4.11 Other Federally Required Contractual Provisions

Vendor(s) is required to comply with the following provisions, as applicable: Contract Work Hours and Safety Standards Act; Equal Employment Opportunity; and the Clean Air Act and the Federal Water Pollution Control Act.

4.12 Right to Inventions Made Under Contract

USDA shall have all the Rights to Copyrights, Patent Rights, and Rights in Data and Reporting of Discoveries and Inventions (as applicable). Additionally, all Rights to Inventions Made Under this Contract or Agreement are subject to 2 CFR Part 200, Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards (F).

4.13 Formation of Master Agreement

A response to this solicitation is an offer to establish a Master Agreement with RPS and Equalis Group based upon the terms, conditions, scope of work, and specifications contained in this request. A contract is formed when an award is made and the RPS Board President or designee

signs the Master Agreement Signature Form (Attachment I). The Respondent must submit a signed Master Agreement Signature Form with the response, thus eliminating the need for a formal signing process.

4.14 Non-Performance of Contract and Termination

Except as may be otherwise provided by this document, an award/contract may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this award 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; and (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 performance, prior to termination.

4.15 Changes to Contract

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

4.16 Termination for Cause or Convenience

RPS may terminate an award prior to the expiration of the term, with or without cause and without penalty, upon thirty (30) days' written notice to the selected Vendor(s). A participating SFA that elects to use the resulting contract may separately terminate its own subscription for convenience upon the notice period specified in the resulting contract, without affecting the underlying Master Agreement.

4.17 Data Return and Transition Assistance

Upon termination or expiration of a Member's subscription for any reason, Vendor(s) shall, at no additional cost, make all of that Member's data available for export in a commercially reasonable, non-proprietary electronic format for a period of not less than sixty (60) days following the effective date of termination, and shall thereafter securely delete that data upon the Member's written confirmation of successful export, unless a longer retention period is required by law.

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

4.19 Agreement Period

January 1, 2027 to December 31, 2027. Option for four (4) one-year renewals with an evaluation by November 15th of each year.

4.20 Written Protest Procedures

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

Attachment A — Checklist

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

- Written narrative responding to Section 3 (Requirements) and describing how Respondent will meet each requirement.
- Completed Cost Proposal Form (Attachment B).
- Data security documentation (e.g., SOC 2 Type II report or equivalent, or a description of the Respondent's security program if no such report exists).
- Description of implementation plan, timeline, support, and training, and how Respondent plans to meet each evaluation criterion.
- Description of any ancillary services that will contribute to RPS requirements, with no additional cost.
- Documentation of proof of being a minority business enterprise, women's business enterprise, or a labor surplus firm, if applicable.
- Documentation of proof of insurance as outlined in Section 4.5 of this RFP.
- Completed and signed certifications and forms (Attachments C, D, E, F, G, H, and I).

Attachment B — Cost Proposal Form

Proposer — Complete, sign, and return this Cost Proposal Form along with the Proposer Contact Information (Attachment C). Proposer's failure to execute/sign this form prior to submittal may render the proposal non-responsive.

RPS will conduct a cost/price analysis of every responsive proposal as required by 2 CFR § 200.324. Proposers must present pricing clearly so that costs can be compared across proposals.

Part 1 — Pricing Schedule

Proposers shall attach their complete pricing schedule in their standard format. The pricing schedule must:

- Identify the unit of measure for each price (for example, per SFA, per site, per user, per student, per supplier, or per transaction);
- Describe any pricing tiers and the criteria that determine which tier applies;
- Identify any cooperative or member discount offered to participating SFAs; and
- Itemize all discounts, rebates, allowances, and credits separately, rather than netting them into a single figure.

Proposers must not bundle costs in a way that obscures the true per-SFA or multi-year cost.

Part 2 — Cost Components

Complete the table below for every component of the proposed solution. If a component does not apply, enter "N/A." If a component is included in another price, enter "Included" and identify where.

Cost Component	Unit of Measure	Price	One-Time or Recurring	Notes / Included in Base Price?
Platform subscription or license				
Implementation and setup				
Data migration				
Integrations (ERP, distributor, EDI, API)				
Supplier / distributor onboarding				
Training (initial and ongoing)				
Support and maintenance				
Hardware or devices (e.g., scanners, label printers)				

Cost Component	Unit of Measure	Price	One-Time or Recurring	Notes / Included in Base Price?
Transaction or volume-based fees				
Data storage				
Data export at termination				
Fees charged to suppliers, distributors, or other trading partners				
Other (specify)				

Part 3 — Sample SFA Pricing

To allow a consistent comparison, Proposers shall price the proposed solution for each of the sample SFA profiles below. Proposers must state any assumptions used in addition to those listed. This table will be used for the price evaluation.

Profile	Small SFA	Medium SFA	Large SFA
Student enrollment	[2,500]	[10,000]	[30,000]
Number of school sites	[5]	[20]	[50]
Proposer's additional assumptions			

Cost	Small SFA	Medium SFA	Large SFA
Year 1 total (including all one-time costs)			
Annual recurring cost (Years 2–5)			
Five-year total cost (initial term + four renewals)			

Part 4 — Price Terms

- **Complete disclosure.** Proposers must identify all costs associated with the proposed solution. Any cost not identified in this Cost Proposal shall not be charged to RPS or any participating SFA during the term of the Master Agreement.
- **Firm pricing.** Pricing shall remain firm for the initial term of the Master Agreement.
- **Price escalation.** Proposers must state any annual price increase proposed for renewal periods. Increases shall not exceed ____% per renewal period and are subject to RPS approval.
- **Ceiling pricing.** Awarded pricing is the maximum that may be charged to any participating SFA. Participating SFAs may receive pricing at or below the awarded pricing.

- **Vendor Participation Fee.** The Vendor Participation Fee described in Section 1.5 shall not be itemized, invoiced, or charged separately to participating SFAs.

Certify Statement:

I certify by my signature below that the prices quoted in this proposal are correct, that all costs associated with the proposed solution have been disclosed, 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.

Signature: _____

Print Name/Title: _____

Date: _____

Attachment C — Proposer Contact Information

Proposer Name: _____

Contact Person for Contract Administration: _____

Office Phone: _____ Cell Phone: _____

Email Address: _____

Address / City / State / Zip: _____

Attachment D — Certification Statement Regarding Undocumented Workers

Pursuant to C.R.S. § 8-17.5-101 et seq., the undersigned certifies that the firm does not knowingly employ or contract with an undocumented worker to perform work under any contract awarded pursuant to this RFP, and that the firm has participated in or attempted to participate in the basic employment verification program administered by the United States Department of Homeland Security.

If the Contractor obtains actual knowledge that a subcontractor performing work under the contract knowingly employs or contracts with an undocumented worker, the Contractor shall notify the subcontractor and RPS within three days, and shall terminate the subcontract if the subcontractor does not cease such employment within three days of notice, except where the subcontractor establishes it has not knowingly done so.

Certified and agreed to this _____ day of _____, 20____.

CONTRACTOR: _____

Signature of Authorized Representative

Printed Name: _____

Position/Title: _____

Attachment E — 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 their 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, or an employee of a Member of Congress in connection with the awarding 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 for such purposes, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (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.

Name of Company: _____

Address / City / State / Zip: _____

Name and Title of Submitting Official: _____

Signature: _____ Date: _____

Attachment F — Noncollusion Affidavit of Prime Bidder

State of _____)

County of _____)

_____ (Printed Name), being duly sworn, deposes and says that: (1) he/she is owner, partner, officer, representative, or agent of _____ (Company), the Bidder that has submitted the attached Bid; (2) he/she 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 fix the price or prices in the attached Bid or of any other Bidder, or to secure any advantage against Rockies Procurement Services, any Member, or any person interested in the proposed Contract; and (5) the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement.

Signed: _____ Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____ My commission expires: _____

Attachment G — Certification Regarding Debarment, Suspension, Ineligibility

U.S. DEPARTMENT OF AGRICULTURE — Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities.

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

Organization Name / PR / Award Number or Project Name:

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

Signature(s): _____ Date: _____

Form AD-1048 (1/92)

Attachment H — Equal Opportunity Employment Act Compliance

Responding Party must make the following certification:

I/We hereby certify that the Company named below 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, and that, upon request of RPS, we will show proof that our employment practices meet in every respect the requirements of those Acts.

Company Name / Address / Phone Number: _____

Printed Name / Title: _____

Signature / Date: _____

Attachment I — Master Agreement Signature Form

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

The undersigned hereby proposes and agrees to furnish the products and services described in this RFP in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement, at the prices proposed within the submitted proposal, unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to bind the company named below, and that this proposal was not prepared in collusion with any other respondent.

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

Initial Term of the Master Agreement

Contract Effective Date: January 1, 2027

Contract Expiration Date: December 31, 2027 — with four additional one-year renewal options

Eligible Participants: Use of this Master Agreement is limited to RPS Members and no more than ten (10) additional SFAs that are not RPS Members, as set forth in Section 1.1.1 of RFP #RPS-1060.

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

Rockies Procurement Services	Equalis Group, LLC.
By:	By:
Name: Monica Deines-Henderson	Name: Eric Merkle
As: RPS Board Chairperson	As: EVP
Date:	Date:

Variations & Exceptions

The bidder shall identify all variations and exceptions taken to the terms and conditions and any technical specifications in the space below, referencing the applicable section of this RFP. If no variations are listed, it is understood that the Bidder's proposal fully complies with all terms and conditions; such variations may be cause for determining the proposal is non-responsive and ineligible for award.

Section	Variance
Section	Variance
Section	Variance
Section	Variance
Section	Variance