

REQUEST FOR PROPOSAL (RFP)

FOR PRIME VENDORS



Food Service Department

KENOSHA UNIFIED SCHOOL DISTRICT

RFP #5389 PRIME FOOD VENDOR

Kenosha Unified School District

January 27, 2026

RFP #5389 – Prime Food Vendor

REQUEST FOR PROPOSAL

Invitation to submit proposal

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SECTION 1: SCOPE AND PURPOSE

Kenosha Unified School District herein referred to as “School Food Authority” or “SFA” requests proposals in response to this solicitation for the services of a Prime Vendor. “Prime Vendor” also known as a distributor or a commercial food purveyor, who purchases, receives and/or stores commercial food products, related food service goods, and handling of USDA Foods such as brown box and finished end products. The Prime Vendor in turn, sells, delivers, and bills the SFA for the goods and/or services provided. A “Proposer” is a Prime Vendor responding to the RFP with a proposal.

This solicitation is issued with the intent to procure products and related services of a Prime Vendor in accordance with applicable state and federal law governing the federally funded Child Nutrition Programs which collectively refers to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Summer Food Service Program for Children (SFSP), and the Child and Adult Care Food Program (CACFP) for the SFA.

The SFA intends to target 80 percent or more of its purchases through one Proposer acting as a Prime Vendor which will agree to provide all products and services specified in this RFP except for products listed below.

The following products are primarily excluded from purchase from the awarded contract:

1. Bread
2. Milk
3. Chemicals
4. Paper and plastic foods (disposables)

The SFA will select a winning proposal based on conditions and requirements contained herein to award the contract for the school year (SY) 2026-2027, beginning on July 1, 2026 and ending June 30, 2027. This awarded contract will have the option for four *4)- one (1) year contract renewals.

Proposal Deadline: February 26, 2026 by 10:00AM CST.

Proposals will be accepted up to, and no proposal may be withdrawn after, the due date and time for submission. Time is Central Standard Time as indicated on the designated clock at the SFA. Proposals that arrive after the required time will not be considered. It is the responsibility of the Proposer to ensure that the proposal arrives at the required location by the required time. Submitted proposal shall remain valid for thirty (30) days from the proposal deadline.

If SFA determines that there is a discrepancy in or omission from this solicitation prior to the proposal deadline, an addendum will be issued to all proposers that have submitted proposals and proposers that have requested a copy of the solicitation.



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Date RFP Issued: January 27, 2026

Proposal Deadline: February 26, 2026 at 10:00AM CDT (according to the clock in the Purchasing Department at the Educational Support Center office)

Deliver Proposals to: **Purchasing Department**
Attn: Corki Roth
RFP #5389 Prime Food Vendor
Kenosha Unified School District
Educational Support Center
3600 52nd Street
Kenosha, WI 53144

Mailed Proposals: Proposal may be mailed to the address above, attention Corki Roth, Purchasing, and must be received by the proposal deadline. It is the Distributor's responsibility to assure that its Proposal is received by the deadline, no exceptions. NO FAXED OR EMAILED PROPOSALS WILL BE ACCEPTED.

The bid shall be submitted in a sealed package (including shipping boxes) marked with the bidder's return address and must be labeled as follows:

RFP #5389 Prime Food Vendor	Original or Copy (as applicable)
Envelope number (i.e., 1 of 3)	Date
Distributor's Name and	
Address	

Submit one (1) original and five (5) copies of the complete Proposal package. The complete Proposal package (see *Request for Proposal Checklist* for details) must include in the following order:

1. The Terms and Conditions of Acceptance (Attachment A), Proposal Certification and Contract Award (Attachment B) for KUSD, and Request for Proposal Summary (Attachment C).
2. Excel Spreadsheet for Pricing (Attachment D) and an electronic copy (CD or flash drive) of same. All documents must be identical.
3. Attachments E – K and any Distributor required documents.
4. Narrative section and other information as prescribed in RFP.
5. Required responses to any Addendums, Special Conditions, or Additions, that may be issued by KUSD after the issuance of this RFP.

As the RFP process moves forward, it may be necessary to clarify items in a Distributor's Proposal. The Proposal must include contact information for the person who will be representing the Distributor through the process. Proof of authority of the person submitting the proposal must be available upon request from KUSD. Failure to provide the completed certifications and assurance or other required information may render the proposal non-responsive.

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Distributor is responsible to deliver the complete Proposal package in a sealed envelope along with the requisite copies thereof to the correct location before the proposal deadline as evidenced by a Distributor representative's signature at the registration table or, for those not attending the RFP opening, a KUSD Purchasing Department Time Date Stamp.

Notice to Distributors: Subject to the conditions, provisions and the specifications associated with this RFP, sealed Proposals will be received at the designated location until the stated date and time and then publicly opened. No consideration of Proposal award will be made at the Proposal opening. Proposals received after this date and time will not be accepted. KUSD reserves the right to retain all Proposals for a period of at least sixty (60) days and to reject all Proposals or parts thereof and to waive any informalities and/or irregularities thereof.

GENERAL TERMS AND CONDITIONS

1.0 SCOPE AND PURPOSE

- 1.1 The party listed in this RFP for the procurement of food, referred to as Kenosha Unified School District (hereinafter referred to as KUSD), is requesting to receive a Proposal from an OFFERING ENTITY (hereinafter referred to as Distributor), defined as a distributor that is offering to order, warehouse, deliver food, and provide information/services for the KUSDs' respective Child Nutrition Programs (CNP). The Cost-plus Handling (Fixed) Fee per Product Contract will be awarded to the Distributor that receives the most points on the Distributor Evaluation Grid (see Section 7). A profile is provided for KUSD in Section 9.
- 1.2 The KUSD's mission is to procure high quality, reasonably priced products, and services in accordance with applicable state and federal law governing Federally-funded CNPs for KUSD. To achieve this mutually beneficial goal, KUSD will partner with a Selected Distributor(s) to work towards product consolidation and cost-effectiveness within legal and ethical business practices.
- 1.3 The total purchasing estimates should be within 10 to 15% of actual usage in previous year except for quantities that have been projected higher due to concern about availability of USDA Foods and/or new meal pattern requirements. The estimated aggregate purchases for food for KUSD is approximately \$3,000,000 annually. KUSD will not guarantee any minimum compensation will be paid to Selected Distributor(s) or any minimum usage of Selected Distributor(s)'s services.
- 1.4 All KUSD will participate actively in the administration of the food procurement. Areas that the KUSD may address include: (1) New Product Identification and Nutrient Analysis, (2) Product Testing, (3) Audits, (4) Quality Control and Assurance, (5) Menu Development and Product Marketing, and (6) Proposal Development, Evaluation, and Contract Maintenance.
- 1.5 The initial contract period shall be July 1, 2026 to June 30, 2027. KUSD intends to award a contract for this one-year period with the option to renew the contract for up to four (4) additional one-year periods by mutual agreement of KUSD and Selected Distributor(s). Renewal shall be based on customer satisfaction with products, service, and price.
- 1.6 Period of Performance:
Initial Year: July 1, 2026 to June 30, 2027
Option Year 1 July 1, 2027 to June 30, 2028

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Option Year 2: July 1, 2028 to June 30, 2029
 Option Year 3: July 1, 2029 to June 30, 2030
 Option Year 4: July 1, 2030 to June 30, 2031

1.7 All product awarded through this proposal will be an available product for KUSD.

2.0 DISTRIBUTOR QUALIFICATIONS AND RESPONSIBILITY

2.1 **Terms and Conditions:** Distributor must be fully acquainted with terms and conditions relating to the scope and restrictions involved in the execution of the work as described in the RFP. Failure or omission of Selected Distributor(s) to be familiar with existing conditions shall in no way relieve the company of obligation with respect to this RFP. The *Terms and Conditions of Acceptance*, Attachment A, must be signed and attached with the Proposal.

2.2 **Distributor Experience:** Distributor must have a minimum of five (5) years of experience in the food business and must maintain a current business license from the State of Wisconsin. Distributors shall provide documentation of applicable license, certification, and/or commercial experience upon request.

Provide information in the narrative section on any litigation, arbitration, mediation, administrative proceeding, or like matter related to their business activities in which they are currently a party or in which they were a party within the last 5 years.

2.3 **Business Ethics:** Distributor must have a high degree of integrity and business ethics, and a satisfactory record of performances, and must not have been notified by any local, State or Federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in a Contract. Distributor will comply with any reasonable requests to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

Selected Distributor(s) shall not have the right to include the KUSD name in its published list of customers, without prior approval of the named party. Selected Distributor(s) agrees not to publish or cite in any form any comments or quotes from KUSD without prior approval. Selected Distributor(s) further agrees not to refer to the Contract Award in commercial advertising in such manner as to state or imply that the products or services provided are in any way endorsed or preferred by KUSD.

Distributor acknowledges that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also acknowledges that no one connected to the company has had any connection with the development or drafting of this RFP.

1. Neither Distributor nor any business entity represented by Distributor has received compensation for participation in the preparation of the products specifications or the General Terms and Conditions related to this RFP.
2. This Proposal has been arrived at independently and is submitted without collusion with any other Distributor, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that

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would in any way limit competition or give any Distributor an unfair advantage over any other Distributor with respect to this RFP.

3. Distributor has not and will not in the future accept, offer, confer, or agree to confer any benefit or anything of value to any person or entity related to KUSD in connection with any information or submission related to this Proposal, or any recommendations, decision, vote or award related to this Proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this Proposal.
4. Neither Distributor, nor any business entity represented by Distributor, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the Antitrust Laws of the State of Wisconsin regarding this Proposal. Furthermore, this Proposal has not been knowingly discussed with nor disclosed to, and will not be knowingly discussed with nor disclosed to, another Distributor, competitor, potential competitor or officials or personnel of a party who is not a member of KUSD, prior to the opening of Proposals.
5. No attempt has been or will be made to induce any other person or entity to submit or to not submit a Proposal.

2.4 Conflict of Interest: Distributor must note all relationships/suspected matters that might be conflicts of interest, which would disqualify Distributor from participating in this RFP or receiving any award related to this RFP. Distributor's failure to identify and disclose any such matters constitutes its affirmation that no such matters exist, and that failure to disclose in this Proposal any such matters which do exist is a material breach of Contract which would void the submitted Proposal or any resulting Contracts, and subject Selected Distributor(s) to removal from all procurement lists and possible criminal prosecution. The *Certification of Independence and No Conflict of Interest*, Attachment E, must be signed and attached with the Proposal.

2.5 Code of Ethics: Distributor must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. The Code of Ethics must include:

1. No employee, officer or agent of Distributor shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
2. The Distributor's officers, employees or agents will neither offer, solicit, or accept gratuities, favors or anything of monetary value from customers, potential customers, contractors, potential contractors, or parties to sub-agreements.
3. Distributor may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by law, such standards of conduct will provide for penalties, conditions, or other disciplinary actions for violations of such standards by the Distributor's officers, employees, or agents, or by contractors or their agents.

Distributor's *Code of Ethics* must be signed by an authorized person and attached with the formal proposal.

2.6 Lobbying: Distributor must certify 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, or in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352.

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If Distributor has paid, or will pay, any funds other than federal appropriated funds to any person for influencing or attempting to influence an officer or employee of any federal agency or Congress, Distributor is required to submit a Disclosure Form to Report Lobbying. The *Certification For Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F, must be signed by an authorized person and attached with the formal proposal.

2.7 KUSD POLICY 1400 GIFTS: Donations that are oriented mainly toward the solicitation of business or the collection of resources for a vendor's own purposes are not acceptable.

2.8 Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntarily Excluded:

Excluded: Distributor certifies that neither the company nor any of its principals has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency. Distributors should consult Executive Orders 12549 and 12689. For additional information, Distributors should check <https://www.epls.gov/>, a public service site by General Services Administration (GSA) for the purpose of efficiently and conveniently disseminating information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefit. The *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion*, Attachment G, must be signed by an authorized person and attached with the formal proposal.

2.9 Provide Product and Service: Distributor must, upon request of KUSD, furnish satisfactory evidence of their ability to furnish products and services in accordance with the terms and conditions of the RFP. Sub-contracting, assignment, or out-sourcing of product(s) awarded is not permitted, unless approved by KUSD. KUSD reserves the right to make the final determination as to Distributor's ability to provide the products and services requested herein. A Distributor may be designated as unacceptable and in breach of its obligations if the requirements listed herein are violated and/or poor communications exist between Distributor and a KUSD party. If Federal/State reimbursement is lost because of failure to meet the terms of the Contract, the District will require the Selected Distributor to pay any dollar amount equal to the cost of the product and lost reimbursement.

Selected Distributor(s) must:

1. Make purchases of specified products at the lowest price, including freight.
2. Communicate information from Manufacturer or supplier regarding price changes and availability as soon as possible.
 - a. Institute a system of minimizing occurrences of small price changes, particularly when due to slight variations in freight charges.
 - b. Provide coupons, such as, buy 2 get 1 free; or dollars off case price and rebates to KUSD as available from manufacturer. Tracking reports must be provided to KUSD to facilitate this process.
 - c. Present or demonstrate new products or concepts in conjunction with brokers or manufacturers to KUSD. Upon request, Selected Distributor(s) will seek bid pricing for new products as new products become available during the contract period.
3. Interface with the manufacturers about problems relating to product quality to the satisfaction of KUSD. In the case of quality disputes, the Manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
4. Provide quick effective response to problems of orders, deliveries, paper transactions,

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billings, or product performances. Communications may be in writing, e-mail, telephone, voice messaging, and/or in person in a timely manner.

5. Assign a regular account representative to personally visit KUSD's CN Offices on a regular basis, no less than once per month for the purpose of reconciling accounts, making corrections, or interfacing with Manufacturers on problems relating to product pack and quality, unless other arrangements are made with KUSD.
6. Provide accurate, reliable, and timely reports, in terms of invoices, statements, credits and usage reports and other information as requested by KUSD. Moreover, the company must provide data spontaneously for periodic review of prices by KUSD.
7. Provide required documentation on products, such as nutrition analysis, meal components, allergens, MSDS sheets, food recalls, etc.
8. Provide emergency phone contacts for after/before office hours (including weekends) in writing on *Distributor Information* form, Attachment H.
9. Supply equipment needed for use of house brand product dispensing, such as, coffee brewing systems, napkins dispensers, detergent dispensers, etc.
10. Meet KUSD's need for technological/ computer support.
11. Organize and conduct clinics for CN staff. These clinics could include, but are not limited to new product previews, preparation techniques, food safety, allergies, and menu options.
12. Provide all products and services using sound, professional practices and in a competent and professional manner using knowledgeable, trained, and qualified personnel.

In an attachment, Distributor will discuss current purchasing procedures, including but not limited to procedures used to maintain adequate inventory, communication with buyers to ensure product availability, and how customers will know what products are available.

2.10 **Fill Rate:** Distributor must be able to guarantee a 98% fill rate on all deliveries made, to the District, monitored by KUSD.

1. Selected Distributor(s) must provide monthly fill rate reports.
2. Selected Distributor(s) must not delete products from the day ordered and place the order on the actual delivery day. These orders must show on both days: ordered date and delivery date.
3. Fill rate is calculated by dividing number of cases delivered by the number of cases ordered by facilities/delivery location.
4. Substitutions, even though pre-approved, will not count as filled, thus substitutions will reduce the fill rate (see section 3.15).
5. Special order products as indicated on proposal spreadsheet or on monthly price up-date are not included in fill rate.
6. Inability to consistently meet 98% fill rate as determined by KUSD may result in termination of contract.
7. Distributor will outline their current procedures for Special Orders.

2.11 **Value Pass Through (VPT):** Distributor must be able to provide all Value Pass Through Systems for USDA Foods. These systems must be in effect on August 1, 2013. Value Pass Through Systems refers to the refunds or discounts received from USDA Food Processing Contracts.

1. In all Value Pass Through Systems, processors and/or Distributors are accountable for their inventories and pass-through usage of USDA Food. Therefore, Distributors are required to provide accurate report of purchases to tracking websites, such as Processor Link, K12 Foodservice, etc.

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2. Distributor will outline their current procedures for VPT systems.

2.12 **Buy American:** Districts participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US (7CFR210.21, 220.16).

1. Federal regulations require that all foods purchased for CNP be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when:
 - a. the product is not produced or manufactured in the US in sufficient, reasonable, and available quantities of a satisfactory quality, such as bananas and pineapple.
 - b. competitive Proposals reveal the cost of a domestic product is significantly higher than a non-domestic product.
2. ALL products that are normally purchased by Distributor as non-domestic and bid as part of this RFP must be identified with the normal country of origin. Distributor shall outline their procedures to notify KUSD when products are purchased as non-domestic.

The following products may be exceptions to Buy American provisions: pineapples, mandarin oranges, olives, tuna, bananas, and coffee.

3. Any substitution of a non-domestic product for a domestic product (which was originally a part of the RFP), must be approved, in writing, by the CN Director, prior to the delivery of the product to KUSD.
4. Any non-domestic product delivered to KUSD, without the prior, written approval of the CN Director, will be rejected. Should non-domestic substitutes that were not pre-approved in writing by the CN Director be delivered to and rejected by KUSD, Selected Distributor(s) shall be held accountable for all over-claims that result from failure to meet the KUSD's required meal pattern.
5. Agricultural products which are canned or packed outside of the United States may be accepted with proof from manufacturer that poor Market conditions exist (weather and/or supply availability of market); this requirement applies to private labels as well as other labels.

Distributors must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule. The *Certification Regarding Buy American Provisions*, Attachment I, must be signed by an authorized person and attached with the formal proposal.

2.13 **Food Laws:** Selected Distributor(s) shall operate in accordance with all applicable laws, ordinances, regulations, and rules of federal, state and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. Districts may inspect Selected Distributor(s)'s facilities and vehicles. Selected Distributor(s) must have documented their company's compliance with Good Agricultural Practices (GAPs), Standard Operating Procedures (SOPs), Sanitary Standard Operating Procedures (SSOPs) and Good Management Practices (GMPs) for farm and field operations, packing facilities, cold storage operations, produce shippers, and their distribution facilities, if appropriate.

Products must be held at the proper temperatures and humidified as recommended by packers, manufacturers, or current Wisconsin Food Code, to maintain the products and packages at optimum levels of quality and condition. Selected Distributor(s) shall be liable for the safety and appearance of products and packaging materials. Any products or packages received that are out of condition, as per HACCP or other applicable guidelines will be returned for full credit.

1. KUSD reserve the right to request dock inspection reports/documentation including, but not limited to Brix and Blemish reports, conduct on-site inspections of Selected Distributor(s)'s facilities, delivery vehicles and records, at any time during the Contract

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period.

2. Temperature logs will be available for review, at any time during the Contract period.
3. The warehouse and delivery vehicles must be clean, be free of insects and rodents, and be adequate for storing and delivering products (dry, chilled, and frozen).

The *Certification Statement Regarding Food Laws*, Attachment J, must be signed by an authorized person and attached with the formal proposal.

Upon request from KUSD, Selected Distributor(s) shall provide Their current Hazard Analysis and Critical Control Point plan. Latest facility inspection forms and comments from applicable federal, state, and local agencies.

Procedures for food safety and sanitation, including procedures used for product holds or recalls.
DO NOT SUBMIT UNLESS REQUESTED.

2.14 Food Recall: Selected Distributor(s) shall be expected to voluntarily comply with all Federal, State and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Distributor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to KUSD and assurance that unsafe products are identified and removed from KUSD sites in an expedient, effective and efficient manner. Selected Distributor(s) shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases. Distributor will define their policy and procedures for handling food recalls on *Certification Statement Regarding Food Laws*, Attachment J.

2.15 Biosecurity: Distributor must have a written policy regarding biosecurity and the food supply, in accordance with the Bioterrorism Act 2002 under the US Department of Health and Human Services, Food and Drug Administration and under the USDA, Food Safety and Inspection Service. Distributor will define their biosecurity policy and procedures on *Certification Statement Regarding Food Laws*, Attachment J.

2.16 State and Federally Required Contractual Provisions: Selected Distributor(s) must have obtained, and will continue to maintain during the entire term of this Contract, all permits, approvals, or licenses necessary for lawful performance of its obligations under this Contract. In addition, Selected Distributor(s) is responsible to abide by all applicable Federal and State laws and policies of the Wisconsin Department of Public Instruction, as applicable, when providing services under this Contract, including but not limited to:

Equal Employment Opportunity – Selected Distributor(s) shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Labor and Civil Rights Laws – Selected Distributor(s) shall comply with applicable Federal, State and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Selected Distributor(s)'s performance of work under this Contract, Selected Distributor(s) agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin,

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or disability. Selected Distributor(s) shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.

Background Checks and Student Security – Vendor certifies that it will conduct a criminal background check on all employees, including but not limited to, the National Sex Offenders Registry, who will perform duties on District premises prior to such employees being permitted to perform such works. Any vendor employee whose background check discloses a conviction of any crime against a minor will be prohibited from entering District premises. Additionally, vendor employees shall only be permitted in those portions of the premises necessary to provide supplies or to service equipment pursuant to this Agreement. The parties shall mutually agree upon the times that vendor employees will conduct such business and vendor employees will contact the school office prior to entering the premises. Vendor's employees further agree that they will not wander the premises or engage in unnecessary communications with District's students, faculty or staff.

Smoking – Selected Distributor(s) shall comply with all prohibitions on smoking in KUSD facilities and grounds pursuant to District policies.

Unauthorized Aliens – The employment of unauthorized aliens by Selected Distributor(s) is considered a violation of federal law. If Selected Distributor(s) knowingly employs unauthorized aliens, such a violation shall be cause for termination of Contract.

Clean Air Act and Energy Policy and Conservation Act – Selected Distributor(s) shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Selected Distributor(s) shall report all violations to KUSD and to the relevant federal or state agency as appropriate.

2.17 Employee Conduct: Selected Distributor(s) is responsible for their employees while on District property.

1. Selected Distributor(s)'s personnel that are not in an identifiable uniform must provide Distributor identification preferably with a photo upon request.
2. Selected Distributor(s)'s personnel are to present a professional appearance at all times. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties at any of the KUSD facilities.
3. Selected Distributor(s)'s personnel are forbidden to consume alcohol, use tobacco, possess/use controlled substances, or possess weapons/firearms when on KUSD property.
4. Selected Distributor(s) acknowledges that it shall not fulfill this contract in any part by use of a person who is barred by any state, local, or federal law from being on KUSD property at any time.
5. Selected Distributor(s) will provide competent supervision of employees.
6. Selected Distributor(s) will take precautions necessary to protect persons or property against injury that may occur as a result of fault or negligence of their employee.
7. Selected Distributor(s) will perform work without unnecessarily interfering with KUSD activities.

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8. Selected Distributor(s) will be responsible for any and all damage or injury to existing facilities and equipment and property or persons caused by Selected Distributor(s)'s employee.
9. Selected Distributor(s) will furnish a complete list of all employees who will be working on KUSD property upon request. Selected Distributor(s) will notify the CN Director of said change prior to new personnel coming to KUSD. KUSD reserves the right to deny access to any of Selected Distributor(s)'s employees deemed unacceptable and to request that alternate employees be provided.
10. Selected Distributor(s) assures that no one employed by or representing Selected Distributor(s) shall conduct themselves in a manner that discourages any party from joining KUSD or that compromises the integrity of KUSD.

2.18 **Insurance:** Distributor shall maintain all necessary and proper insurance for the duration of the work to be performed, including Comprehensive General Liability Insurance and Property Damage Insurance, Workers Compensation Insurance, Employer's Liability Insurance, and Automobile Liability Insurance. Distributor shall have a policy endorsement covering personal property of others. Should any required insurance be cancelled before the expiration date, the issuing company will mail 30-days written notice to KUSD. Distributors shall provide a statement of certificates of insurance from issuing company or their authorized agent with the formal proposal. Distributor shall meet the statutory requirements of the State of Wisconsin for worker's compensation coverage and employer's liability insurance.

Property Damage Liability: Distributor shall maintain insurance covering all owned, non-owned and hired vehicles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence.

Comprehensive General Liability: Distributor shall maintain Comprehensive General Liability insurance that shall protect Distributor from claims of bodily injury or property damage which arise from performance under this Contract. This insurance shall include coverage for Contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate.

2.19 **Breach of Contract and Remedies:** If Selected Distributor(s) fails to comply with any of the terms and conditions of this agreement, KUSD has the option to send Selected Distributor(s) a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, KUSD has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by KUSD of any rights or remedies for any breach by Selected Distributor(s) and KUSD expressly reserve all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, KUSD may, at its option, require Selected Distributor(s) to repair or replace, at Selected Distributor(s)'s expense, any products, or goods, which breach Selected Distributor(s)'s warranty, wherever located. If KUSD or an authorized agent or dealer must replace any product as a result of Selected Distributor(s)'s breach, then Selected Distributor(s) agrees to reimburse KUSD and/or agent for labor and costs incurred in performing such work.

In the event of nonconformity, non-delivery, partial delivery, or late delivery, KUSD may, at its

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option, cancel the contract or place the products in the open market after due notice and recover from Selected Distributor(s) the anticipated difference between the market price at the time of replacement and the contract price.

The remedies of KUSD are cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

2.20 Indemnify and Hold Harmless: Selected Distributor(s) shall indemnify, defend and hold harmless KUSD, the District, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Selected Distributor(s)'s negligence, breach or other performance of the Contract, or violation of any law or right of a third party, or that of Selected Distributor(s)' employees, subcontractors, or agents. Selected Distributor(s) will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold harmless KUSD and its directors, officers, employees, and agents from and against any claims for infringement of any copyrights, patents, or other infringements of intellectual property rights related to its activities under this Contract.

1. Selected Distributor(s) agrees to notify KUSD by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
2. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.

2.21 Force Majeure: Neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

1. The parties to this Contract will be required to use due caution and preventative measures to protect against the effects of Force Majeure, and the burden of proving that Force Majeure has occurred shall rest on the party seeking relief under this section. The party seeking relief due to Force Majeure will be required to promptly notify the other party in writing, citing the details of the Force Majeure event, and will be required to use due diligence to overcome obstacles to performance created by the Force Majeure event, and shall resume performance immediately after the obstacles have been removed, provided the Contract has not been terminated in the interim.
2. KUSD will not be responsible for any costs incurred by Selected Distributor(s) because of the Force Majeure event unless they have requested, in writing, that Selected Distributor(s) incur such costs in connection with any delay or work stoppage caused by the Force Majeure event, and they have agreed, in writing, to incur such additional costs.
3. A Selected Distributor(s) requesting relief under this provision must adhere to the following conditions prior to the price of any product being adjusted:
 - a. A formal, written request for a price increase must be submitted by Selected Distributor(s) to KUSD at least one month prior to the price change taking effect for the following month (or as soon as may be practicable). Purchasing Agent for KUSD must approve the request. The request will include the Force Majeure cause as listed above substantiating the reason the relief is being requested.
 - b. Documentation to substantiate the increase must be included with the request

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- and signed by a representative from the Manufacturer.
- c. Documentation from Selected Distributor(s) must also be included to provide evidence that the price was obtained from at least two other sources which would be higher than the requested increase; this could also include documentation to substantiate non-availability of product.
- d. Failure to comply with all three provisions shall be cause for a request being denied.
- e. Notwithstanding any other provision of this section, in the event Selected Distributor(s)'s performance of its obligations under this Contract is delayed or stopped by a Force Majeure event, KUSD shall have the option to terminate this Contract. Furthermore, this section shall not be interpreted as to limit or otherwise modify any of the parties' rights as provided elsewhere in the Contract.

2.22 **Waiver:** No claims or rights arising out of a breach of this Contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

2.23 **Right to Assurance:** Whenever one party to this Contract, in good faith, has reason to question the other party's intent to perform in accordance with the terms and conditions of the Contract, the questioning party may demand that the other party provide written assurance of intent to perform. In the event a demand is made and no written assurance is given within five (5) days, the demanding party may treat the lack of response and subsequent failure as an anticipatory repudiation of the Contract.

2.24 **Taxes:** As applicable, KUSD will provide evidence of tax-exempt status upon request.

3.0 ADMINISTRATIVE INFORMATION

3.1 **Requirements:** KUSD is looking for a Distributor to provide the products and services that are listed herein as well as supplemental products and those products that are unknown at the time of letting this RFP, but will become available during the school year.

1. Selected Distributor(s) agrees to provide total requirements as listed herein, thereby minimizing occurrences when KUSD may have to seek other interim product sources.
2. If Distributor is unable to provide products or services to KUSD, Distributor must succinctly define what can and cannot be provided including the reason. KUSD will determine if the request is accepted. If the request is denied, the Proposal may be rejected for all KUSD.
3. In case of default by Selected Distributor(s), KUSD, after due notice may procure the necessary supplies from other sources and hold Selected Distributor(s) responsible for any excess cost.
4. Continuous instances of product unavailability may result in termination of the Contract and removal of Selected Distributor(s) from the RFP list at the sole discretion of KUSD.
5. Distributor will provide names and contact information for at least three (3) but no more than five (5) references of school district customers that are similar size.
6. The products and pricing of the Contract may be available for other government agencies or eligible entities (piggybacking), after the initial award of Contract but during the Contract term, on the same terms and conditions as stated therein with a mutual agreement of

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Selected Distributor. By submitting a Proposal, the Distributor agrees to make the same Contract terms and conditions, products, and price available to other such governmental agencies or eligible entities. KUSD will not in any way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by any other such agencies or entities.

3.2 **Type of Contract:** Cost plus handling (fixed) fee per product with the option to include a delivery charge.

3.3 **Calendar of Events:** The required dates and times by which actions must be completed and, where applicable, locations are listed in the Calendar of Events chart on next page. If KUSD determines that it is necessary to change a date, time, or location it will issue an addendum to this RFP. Times are local time at the designated location.

Written communication will override any verbal communication that takes place during the process between any Distributor and KUSD.

Calendar of Events	
Action	Date/Time and Location if applicable
Release of solicitation	January 27, 2026
Last date to submit written questions	February 10, 2026
Release of responses to written questions in the form of an addendum. Addendum will be sent to those Prime Vendors that requested a copy of the solicitation.	February 17, 2026
Due date for sealed proposals and location	February 26, 2026 by 10:00 AM CST Kenosha Unified School District 3600 52 nd Street Kenosha, WI 53144
Proposal evaluation period	February 26, 2026 - March 6, 2026
Notice of intent to award	On or about March 5, 2026
Awarded contract approval	Board meeting following the Notice of Intent to Award
Award of Prime Vendor agreement	
Prime Vendor start date	July 1, 2026

3.4 **Inquiries:** All communication should be directed to:

Corki Roth
Purchasing Specialist
Kenosha Unified School District
3600 52nd Street
Kenosha, WI 53144
Email: croth@kusd.edu

Email is the preferred form of communication. (Note: Districts email systems have very restrictive security systems. If a response has not been received within two (2) business days,

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contact Corki Roth at 262-359-6338.) Any inquiries, disputes, or requests concerning interpretation, additional clarification, or additional information pertaining to the RFP must be made in writing and received by Corki Roth, at croth@kusd.edu, by February 10, 2026.

Routine procedural questions will be answered as promptly as practicable; examples of routine procedural could include clarification of the address for proposal submission, key dates, and timelines, etc. Substantive questions will be compiled and both questions and answers provided to all Distributors prior to the RFP closing date. Examples of substantive could include clarification of discrepancies or errors.

A written response no later than February 17, 2026 will be posted on KUSD Purchasing Department website; a written addendum is the only official method whereby interpretation, clarification and additional information can be given. Once issued, all addenda shall become part of this RFP and must be acknowledged on the submitted proposal.

Before submitting a Proposal, it shall be the responsibility of each Distributor to check the Purchasing Website, prior to the Proposal opening to determine whether additional addenda were issued.

3.5 **Discussions/Negotiations:** By submission of a Proposal, Distributor agrees that during the period following issuance of the Proposal and prior to notification of intent and/or award of the Contract, Distributor will not discuss this procurement with any party except Emily Riedler, Food Service Director, or Amy Franz, Purchasing Agent. KUSD reserves the right to reject any and all Proposals and to cancel this solicitation if it is in the best interest of KUSD. KUSD shall not be held responsible for any expenses incurred in the preparation or subsequent presentation of Distributor's response to this solicitation.

KUSD reserves the right, at any time after opening and prior to award, to request from any Distributor clarification, address technical questions, make site visits, review past performance or to seek or provide other information regarding Distributor's Proposal. This process may be used for such purposes as providing an opportunity for Distributor to clarify the Proposal in order to assure mutual understanding and/or aid in determinations of responsiveness or responsibility of Distributor. KUSD will not consider information received if the information materially alters the content of the bid proposal or alters the type of goods and services Selected Distributor(s) is offering to KUSD. An individual authorized to legally bind Distributor shall sign responses to any request for clarification.

KUSD reserves the right to contact provided references and other references to assist in proposal evaluation, to verify information contained in the proposal, and to discuss Distributor's qualifications including capabilities and performance under other contracts.

This RFP is intended to promote fair and open competition. If the language, specifications, terms, and conditions or any combination thereof restricts or limits the requirements in this RFP to a single source, it must be the responsibility of the interested Distributor to notify Corki Roth, in writing, at croth@kusd.edu, to be received within five (5) business days after the date the RFP is issued by KUSD. The RFP may or may not be changed but a review of such notification will be made prior to the award of Contract(s).

Issuance of this RFP in no way constitutes a commitment by KUSD to award any contract or

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agreement. This RFP is designed to provide Distributors with the information necessary to prepare a competitive proposal. It is not intended to be comprehensive and each Distributor is responsible for determining all factors necessary for submission of a comprehensive proposal. An RFP may be rejected for various reasons, including but not limited to any one of the following reasons:

1. Distributor fails to deliver the bid proposal by the due date and time.
2. Distributor fails to respond to KUSD's request for information, documents, or references within the time specified.
3. Distributor's response limits the rights of KUSD.
4. Distributor's response materially changes a product or service requirement.
5. Distributor fails to include information necessary to substantiate that it will be able to meet a product or service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
6. Distributor provides misleading or inaccurate responses.
7. Distributor initiates unauthorized contact regarding the RFP with KUSD.
8. Distributor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP
9. Distributor fails to include any signature, certification, authorization, stipulation, disclosure, guarantee or another item requested in this RFP.

3.6 **Method of Award:** Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with the evaluation criteria set forth in Section 7 of this RFP. The KUSD Evaluation Committee will review the proposals using the Evaluation Criteria found in Section 7.3. In addition, the committee will conduct a pre-award audit, and check references.

As part of the evaluation process, KUSD may request samples for pre-approval of all NEW products and any substitutions.

1. Samples requested will be a full case in normal delivery packaging.
2. Unboxed and unlabeled samples will not be considered for testing.
3. Samples for testing may be billed to the party conducting the test, if required.
4. Product samples required for testing purposes will be requested by the Designated Contact Person; product samples are to be delivered to the specified party(s) within ten (10) Business days of the request to appropriate site(s).

3.7 **Product Pricing:** All products will be priced as Distributor cost plus handling (fixed) fee, with an optional delivery cost to KUSD.

1. **Case Price:** Base case cost on current prices for week of **January 30th – February 6th, 2026** (if product was not purchased during the week a manufacturer's price sheet signed by an authorized manufacturer's representative may be used) or official manufacturer confirmation letter prior to the Proposal opening. Prices must be entered on the *Excel Spreadsheet for Prices*, Attachment D. KUSD may request copies of invoices, price sheets, or confirmation letter prior to award of Contract.
 - a. Prices quoted shall be the NET PRICE that Distributor will pay.
 - b. Case cost should be locked with Packers/Manufacturer for the greatest extent of time to avoid price increases for Contract duration. This date should be recorded in Good Thru Date column on *Excel Spreadsheet for Prices*, Attachment D.
 - c. Prices shall be based on delivery to Distributor's warehouse. Freight rates shall normally be in carload or truckload quantities of straight or mixed products,

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except for very small volume products, which may be drop shipped. Freight arranged by Distributor will not exceed the rates established by nationally recognized common carriers.

- d. Official manufacturer confirmation letter must be maintained on file with Selected Distributor(s) for audit purposes.
- e. Allowances intended for the end user, such as, promotion allowances, billbacks or other purchasing incentives MUST accrue to the benefit of KUSD. Evidence of such discounts or allowances will be available for audit upon request. A Distributor's invoice costs shall reflect bid and/or promotion allowances, i.e., one free with 10, or bid allowances, the benefits of which shall accrue to KUSD. Self-funded allowances will be expected to be on-going. In the narrative section, explain any volume discounts or allowances that are from monies other than Manufacturers or Packers allowances. Record all allowances, source of allowances, and Allowance Good Thru Dates on *Excel Spreadsheet for Prices, Attachment D*.
- f. Allowances, intended for Distributor, such as, payment arrangements or marketing dollars, shall accrue to the benefit of Distributor.
- g. Individual product rebates may either be filed by KUSD or Selected Distributor(s), but will be paid to KUSD. Distributor will provide the tracking report, if requested.
- h. Submit, with the Proposal, a list of all products that:
 - i. are firm for the entire school year, calendar year, or specified period of time.
 - ii. Distributor cannot provide for 2026-2027 school year
 - iii. are special order including lead time
 - iv. are purchased by Inner Company billing and/or Group Buying billing that are not normally in stock at the warehouse that services KUSD. If there is a price increase due to Inner Company or Group Buying billing, the increased price must be supported with a market bulletin(s) from an independent source; such documentation shall be maintained on file with Distributor for audit purposes.
 - v. are Distributor processed products, such as cut up fruit/vegetables. The price of the product charged must be based on an independent market bulletin. Selected Distributor(s) shall keep the market bulletin that served as the basis for the cost and the calculation for this Proposal on file for audit purposes.
 - i. When a product unit is stated as case, decimals should be carried two (.00) places and for units as pound, decimals should be carried three (.000) places. For items in a unit of each or partial case, decimals should be carried four (.0000) places. To determine a proposed unit that is less than a case, take the case cost to four places beyond the decimal (.0000) divide case cost by the number of units in a case and rounded to the nearest whole cent (.00).

2. **Handling Fee:** Includes but is not limited to procurement, handling at Distributor's warehouse, overhead, and profit. In the narrative section, explain how handling fee is determined.

The handling fee is fixed for the length of the contract (July 1, 2026 through June 30, 2027) regardless of manufacturers/suppliers' invoice prices. Distributor may propose a different handling fee for different product categories or different products within the categories.

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- a. Distributor shall propose a dollars and cents handling (fixed) fee per case to two (2) decimal points, for example, \$1.25.
- b. The handling fee applied to a product shown in the *Excel Spreadsheet for Pricing* (Attachment D) shall also apply to all other pre-approved brands within that product specification in the event of substitution.
- c. Handling fees for broken cases shall be pro-rated based on the number of units ordered from the full case. The District will keep broken case orders to a minimum; broken case orders shall consist largely of seasonings, condiments, fresh produce, and some non-food products. To arrive at the price for broken cases, Selected Distributor(s) shall divide the number of units in a full case into the per-case selling price, including the pro-rated handling fee.
- d. In the narrative portion, Distributors should describe the prompt payment and volume discount allowances offered.
- e. Indicate on *Request for Proposal Summary*, Attachment C the reduction in handling fee if any product or groups of products are drop shipped directly to a KUSD party unless products are in a Group that was quoted as Drop Shipment to KUSD, such as Group P.

Request to adjust handling fees will be entertained by KUSD only at the time of contract renewal. The request must be based upon concrete data, such as increase in labor costs.

3. **Delivery Charges:** Includes delivery to all buildings as indicated on the KUSD Profile Sheets. In the narrative section, explain how delivery charges were determined including the base fuel cost at the time of the initial proposal. The delivery charge may be adjusted at renewal and one time per year in February based on the cost of fuel. No other criteria may be considered in adjusting the delivery charge. Distributor may propose an increase in the delivery charge as follows:

- a. If, on the first Monday in December and June for midyear and renewal adjustments respectively, the price of fuel exceeds thirty (30) percent of the base fuel price, as established on the date of the Proposal opening according to the Weekly on Highway Diesel Prices for the Midwest Region as issued by the Energy Information Agency (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>), then
- b. Selected Distributor(s) may submit a written request for an adjustment to the delivery charge; the request must be submitted to Corki Roth, croth@kisd.edu at least twenty (20) business days prior to February 1st and August 1st for the adjustment to take effect on February 1st and August 1st respectively. The request must include justification and market documentation for the increase based on fuel cost, and should be based upon:
 - i. Increase in the price per gallon over the base fuel cost. The increase in the delivery charge shall be based on \$.01 per each \$.20 increase in the cost of fuel per gallon. For example, if the base charge established at Proposal opening is \$3.50, and fuel prices increased to \$4.50 per gallon on December 1, then \$.05 may be applied per unit as indicated in Selected Distributor(s)'s original Proposal.
 - ii. No fuel surcharges will be allowed during the Contract life.

3.8 **Product Estimations:** Quantities reflected in this RFP are estimates based on the KUSDs' combined projected purchases for the 2025-2026 school year. These quantities are the best

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estimate of anticipated needs available at the time of publication of this RFP, but the accuracy of this estimate may be affected by numerous factors including but not limited to, budgetary adjustments, product pricing, availability of Federal funds or other subsidies, changing market forces, or unintentional errors or omissions. Actual needs may be greater or less than the estimated quantities provided.

1. KUSD's combined product usage estimate provides a guide, but under no circumstances guarantees product usage.
2. KUSD will provide Selected Distributor(s) with information concerning the availability of USDA Foods which may impact purchase levels. Selected Distributor(s) should communicate regularly with the appropriate Directors to obtain this information.

3.9 **Proposal Submittal:** Distributor must furnish all information noted in this RFP, per KUSD's issued Forms, when appropriate, or on Distributor's letterhead, when appropriate and have required signatures.

1. Proposals that fail to meet the mandatory requirements of the RFP may be deemed non-compliant, and thus may be disqualified. Verbal information provided by Distributor shall not be considered part of Distributor's proposal. The content of a proposal submitted by a Distributor is subject to verification. Misleading or inaccurate responses shall result in disqualification.
2. Distributor must acknowledge and explain any proprietary information, that is, information that must be treated as confidential at the time of submitting the proposal. Distributor must submit in separate sealed envelopes one (1) original and five (5) copies of the confidential information. The envelopes must be clearly labeled as proprietary information. The Distributor's name and RFP Name (**#5389 Prime Food Vendor**) must also be clearly labeled on the envelopes. The confidential material must be excised from the proposal in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.
3. Modifications, additions or changes to the terms and conditions of this RFP may be a cause of rejection of proposal. Distributors must submit all information on KUSD's official forms or as specified in the RFP. Any RFP submitted on company forms may be rejected.
4. Erasures or the use of typewriter correction fluid on proposal forms is not acceptable and may result in the rejection of the proposal. Prior to submission or openings, errors may be crossed out, corrections entered and initialed by the person signing the proposal. No proposals shall be altered or amended after the specified time for opening.
5. Sealed proposals will be received until 10:00 AM, Central Daylight Time, February 23, 2026:

Educational Support Center
3600 52nd Street
Kenosha, WI 53144

6. Proposals that arrive after the required time at the specified location will not be considered. It is the responsibility of Distributor to ensure that the proposal arrives at the required location by the required time. Postmarking by the due date will not substitute for actual receipt of the proposal. The Districts shall not waive or extend this requirement for any reason. Telephone, facsimile, electronic mail, and telegraphic proposals will not be accepted. A submitted proposal shall remain valid for at least sixty (60) days from the proposal submission date.

3.10 **Proposal Opening:** As of 10:00 AM CDT on February 26, 2026, proposals in hand will be publicly

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opened. The names of Distributors who have submitted proposals will be read aloud and recorded. Time is local time at the designated location.

3.11 Original Documents: All proposals become the property of KUSD and shall not be returned to Distributor.

1. At the conclusion of the selection process, the contents of all proposals will be in the public domain and be open to inspection by interested parties. KUSD has a public record access request process all requestors must follow.
2. By submitting a proposal, Distributor agrees that KUSD may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. Distributor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party.
3. Original documents may be reviewed by appointment at Educational Support Center, Purchasing Department, Kenosha Unified School District. Contact Corki Roth for an appointment.

3.12 Product Specification Sheets: KUSD requires Manufacturer specification sheets or product specification sheets if a CN label is not available. Product specification sheets must come directly from the manufacturer and include the following information: Product name and number, weights of raw and uncooked ingredients, portion size, statement of contribution to meal plan requirements and an original signature from the manufacturer certifying that the information is correct. This information must be provided by August 20th of each school year.

Product Specification Sheets must be compiled into a book or in an electronic medium and given to all KUSD parties by the Selected Distributor(s) by August 20 of each school year. KUSD will choose the appropriate medium and may choose to receive both the paper and electronic form. In the Narrative section, Distributor will provide a statement on how they plan to provide the product data sheets that are current and accurate including when and how information will be updated.

Failure to provide required Product Specification Sheets or approve equivalent may be grounds for termination of the contract. Selected Distributor(s) shall provide new product specification sheets within five (5) business days after request by the CN Director, or designee throughout the school year.

1. Product data sheets shall include, but will not be limited to ingredient; allergens (including statements that indicate a possible allergenic contamination), nutrition information statements, CN label for meat/meat alternates and bread products, pack sizes, instructions for preparation/serving, date and signature of company official verifying information is accurate, and other pertinent product information.
2. For CN labeled products, the label should be printed on the outside of the master carton, included as an insert in each master carton, or on signed and dated product data sheet that is on file in the CN office. The mandatory label must include:
 - a. Product name
 - b. Packaging date
 - c. Processor Name
 - d. Processor Lot Number
 - e. CN label
 - f. All ingredients, including seasonings, must be listed in descending order by weight.
 - g. Allergens, including statements similar to “processed in a plant that may also contain traces of ...” or “may contain ...”.

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3.13 **Material Safety Data Sheets:** KUSD requires MSDS for all chemicals. As required by KUSD, MSDS must be compiled by Selected Distributor(s) into a book for each site or in an electronic medium by August 20 of each school year. KUSD will choose the appropriate medium and may choose to receive both the paper and electronic form. In the narrative section, Distributor will provide a statement on how they plan to provide the MSDS. **Failure to provide MSDS may be grounds for termination of the contract.** Selected Distributor(s) shall provide MSDS for all new chemicals prior to delivery of product to each district and within five (5) business days after request by the CN Director, or designee throughout the school year.

3.14 **Ordering Procedures:** KUSD prefers an on-line ordering process with ability to interface with KUSD party CN software. Ordering procedures for KUSD vary from one person to several CNP employees ordering. Separate account numbers must be maintained for each delivery site. In narrative section, describe Distributor's expectation of the ordering procedures, including but not limited to when orders must be placed to ensure delivery times, lead-time requirements, and how to provide information. If ordering procedures are different for the various packages indicate procedures.

1. Order Guides will follow the same grouping, order, and alphabetical terminology as in RFP. If Internet-based, electronic ordering system is used, Selected Distributor(s) will provide training on use of the ordering system to necessary KUSD personnel. Updating of the computerized order guide (product data base) will be done weekly in an effective and standard electronic method and form for all delivery locations.
2. Selected Distributor(s) will maintain current master order guides with new products and special-order products for KUSD. Changes will be reviewed as they occur. Selected Distributor(s) must block non-Proposal products from electronic ordering systems available to KUSD sites as requested.
 - a. Selected Distributor(s) must have the capability of reserving product ordered from the time of transmittal of orders when product is ordered in advance to prevent out of stocks (i.e., order placed Thursday, is reserved until delivery on Tuesday). KUSD will provide menus to Selected Distributor(s) by the 20th of the month for the next month.
 - b. Ordering shall be in full-case quantities whenever possible. Broken case orders will be kept to the minimum.
 - c. KUSD may require certain products for students with special needs. Selected Distributor(s) will do everything in their power to provide these products, i.e., lactose-free milk, gluten free products.
3. Orders will be transmitted electronically or by fax as mutually agreed upon by Selected Distributor(s) and KUSD.
 - a. Selected Distributor(s) may be required to provide assistance to KUSD to set-up and utilize existing technology by providing computer software and training for on-line account management. Every effort must be made to implement efficient use of current computer technology and Internet capabilities for purchasing. Selected Distributor(s) will train selected staff on use of system at no additional cost to KUSD. The order guide will be updated weekly at a specified time of day and week in a timely and efficient manner (A maximum of 25 minutes online should be all that is required to place an order). Incompatibility and inefficiency of software would be grounds for rejection of any Proposal or termination of the Contract.
 - b. It is an expectation that Selected Distributor(s) would work with KUSD to provide the program for direct transmission of orders from current Nutrition

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computer software to Selected Distributor(s).

4. KUSD may order Unknown/Future Products stocked by Selected Distributor(s). The product will be purchased at Selected Distributor(s) cost plus the approved handling fee indicated on *Request for Proposal Summary* form, Handling Fee by Group Supplemental Products (Attachment C). Unknown/Future Products purchased will be subject to audit.
5. KUSD may request Unknown/Future Products not identified on *Excel Spreadsheet for Pricing*, (Attachment D) and not regularly stocked at the Selected Distributor's product cost plus the established handling fee as shown on the *Request for Proposal Summary*, Unknown/Future Products Handling Fees (Attachment C). KUSD agree to purchase all cases of non-regularly stocked product.
6. Sales to any individuals are strictly prohibited. Sales to school sponsored groups may only be authorized by a CN Director or designee.

3.15 **Substitutions:** All substitution requires the prior approval of the relevant KUSD CN Director or designee. If Selected Distributor(s) is temporarily out of stock of a particular product, an equal or superior product at an equal or lower price may be delivered as long as prior approval has been received. Describe substitution policy and procedures. Approved substitutions still serve to reduce Selected Distributor(s)'s fill rate (see section 2.10).

1. In the event of significant price escalations, KUSD, at its sole discretion, shall have authority to discontinue purchasing that product and Selected Distributor(s) shall be prepared through a school account representative, to offer acceptable substitutions at equal or lower cost.
2. Selected Distributor(s) will notify KUSD at least 30 days prior to product changes, including but not limited to, manufacturer, house brand packer, pack size, discontinuations, etc. Selected Distributor(s) will coordinate product transition to achieve a mutually beneficial result for all parties. Failure to provide appropriate notice and coordination shall result in Selected Distributor(s) being charged for unusable products including the KUSD's cost and a \$100 penalty per incident per affected KUSD site.
3. Selected Distributor(s) will not drop or discontinue a product required by KUSD without 30 days' notice. Failure to provide notice shall result in a \$100 penalty per incident per affected KUSD site. If a suitable replacement cannot be agreed upon by the time the product is menued, the penalty will be doubled to \$200. Selected Distributor(s) is not responsible for discontinuations by the Manufacturer, but still must provide a 30-day notice to KUSD. A copy of the Manufacturer's notification notice may be requested by KUSD.
4. Each substitution should be labeled clearly as such on each invoice with a separate product code. Substitutions should exist only in emergency situations. Substitution may not exceed 2% of products being ordered. Even though a KUSD party employee signs the invoice for a non-approved product, CN Director or designee may return the product. Product-to-be-returned must be picked up within three days unless other arrangements have been made.
5. Excessive substitutions as determined by KUSD may jeopardize future business from KUSD or invoke contract termination proceedings.
 - a. Selected Distributor(s)'s representative must contact the CN Director, or designee, no later than two (2) business days in advance in writing (emailed or faxed), to request a substitution approval. Any substitution that is not approved, in advance, in writing by the CN Director or her/his designee, may be rejected.
 - b. For the sake of meeting delivery schedules, Selected Distributor(s) may deliver

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any pre-approved brand substitute, at the same or lower portion cost, with a minimum of 24 hours notification and prior written approval of the CN Director, or designee.

c. To further facilitate appropriate substitutions in out of stock situations, and to make all reasonable efforts to accommodate students with food allergies, Selected Distributor(s) must provide CN Director (for pre-approval) a list of commonly stocked products that could be substituted for breaded, mixed entrée and other products where allergens may pose a risk to students. Current specification sheets, which include an ingredient list, a nutritional analysis, and a list of specific allergens for each proposed substitution, must be provided. Selected Distributor(s) is responsible for any harm to students that may occur as a result of food allergens that are contained in products that were substituted for pre-approved brands without the written approval of the CN Director.

d. If a substitute product is not approved by the CN Director, or designee, KUSD shall, in good faith and in its sole discretion, purchase a product of equal or greater quality from another source. Selected Distributor(s) shall be responsible and liable for the difference in the cost between the amount paid for the substituted product and the amount, which would have been paid, had the product been delivered. Selected Distributor(s) shall have no basis to complain that the substituted product purchased could have been purchased at a lower price and therefore want the cost differential to be lowered. KUSD will subtract cost difference of Proposal price and another source's purchase price from Selected Distributor(s)'s next payment.

e. To meet food safety and recall regulations, Selected Distributor(s) will notify the CN Director, or designee, and obtain written approval in advance whenever there is a change of Proposal product sources, including when any non-domestic agricultural products are substituted for domestic agricultural products.

3.16 Delivery: Schools and other locations requiring delivery are listed on the KUSD profile sheets. A map of the locations will be available upon request.

1. All shipments shall be delivered FOB: Destination – no freight allowed.
2. All trucks used in the delivery of products must be cleaned and washed as necessary to maintain sanitary conditions.
3. Each delivery must be made in a single vehicle which will adequately protect frozen, dry, or chilled products in accordance with manufacturer's recommendations and current Food Code. Types of delivery vehicles used may be impacted by facility and Selected Distributor(s) should be acquainted with facilities. If submitting a proposal for refrigerated/frozen products, discuss how TCS foods will be maintained at the appropriate temperatures. Check current Wisconsin Food Code for specifics.
4. Storage and truck temperature for frozen products must be maintained at 0 degrees F or less. All frozen food must be delivered in a completely hard frozen state. Products showing thaw or deterioration in any form at the time of delivery will not be accepted. Any product delivered in an unacceptable condition will not be accepted.
5. To provide consistency and familiarity with the individual facility, personnel, products, and requirements, it is preferred Selected Distributor(s) schedule the same driver(s) to each KUSD site.
6. Deliveries shall be made to KUSD sites on a regular schedule between hours that are mutually agreed upon. Any deviation from the schedule will require

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notification of the CN Director, or designee.

7. Delivery schedules shall be submitted by Selected Distributor(s) to the CN Director for approval two (2) weeks prior to the first delivery and remain constant from week to week. To the degree possible, delivery routes should feature dedicated trucks that deliver in sequence to KUSD sites on a predictable timetable. Conflicts with arrival and departure of students may require changing delivery routes for safety concerns.
8. Deliveries shall be made Monday through Friday except school holidays or closing days (due to inclement weather).
 - a. When holidays or closing days fall on scheduled delivery day, deliveries shall be made on the next school day, the day before the holiday, or on planned alternate schedule that is acceptable to both Selected Distributor(s) and KUSD. (The KUSD Calendar is available upon request.)
 - b. KUSD will make efforts to provide advance notification to Selected Distributor(s) in the event of weather-related closings. Local radio, television stations and District websites show school closing. On days of closing due to inclement weather, the CN employees may not be able to get to work; therefore, arrangements must be made for mutually acceptable delivery times.
 - c. If delivery should occur so late as to cause payment of overtime rates (after 2:00 pm) for school foodservice staff, that dollar amount incurred will be deducted from the invoice if the late delivery was the fault of the Selected Distributor(s).
9. Special deliveries will be required only if a Selected Distributor(s) fails to deliver a product on a regularly scheduled delivery, in which case Selected Distributor(s) shall make delivery within 24 hours or as otherwise requested by the KUSD CN Director. If the special delivery is because of Selected Distributor(s)' fault, no special delivery charge will be assessed to KUSD.
10. If a product is omitted from an order by Selected Distributor(s), or is delivered in unacceptable condition (defrosted frozen product or damaged containers, for example) replacement delivery must be made within 24 hours, or at a longer time span if approved by the CN Director, or the approved designee.
11. Cartons/broken cases must be marked with appropriate product identifying information as indicated on the Purchase Order and packaged in containers that are new, appropriately designed for the products, and sturdy enough to protect the products in the loading, transit, unloading, and storage process.
12. Drivers must deliver products into the warehouse, cooler, freezer, or storeroom as designated by the CN employee. Drivers are not required to stow products on shelves, nor remove containers from master cases.
13. Drivers will require authorized CN employee to verify accuracy of products, total quantities, and condition of merchandise. The authorized CN employee must sign each delivery ticket. **Unsigned delivery invoices will not be paid.** It is the Selected Distributor's responsibility to ensure invoices are signed. Variations from the delivery ticket, such as shortages, damages, miss picks etc., must be noted on each ticket and initialed by both the driver and CN employee.
14. Continual problems with deliveries, including drivers, may be grounds for termination of the Contract.
15. **Fill Rate Penalty:** A penalty will be reflected in KUSD's payment for any delivery site whose order/delivery does not meet the required 98% fill rate. The penalty will be at the rate of 1/2% of the total dollar value of the invoice total upon that delivery. KUSD will extend a grace period of one month from August 1, 2023 as an adjustment time. Selected Distributor(s) may be asked for a fill rate report. Fill rate will be verified by the

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invoice for cases received and KUSD's printed copy of the order for the site.

16. **Penalties:** As described in Section 3.15, a penalty will be deducted from each KUSD site invoice in connection with substitution issues.

3.18 **Communication:** Distributors will provide a list of contacts for KUSD on *Distributor Information* form (Attachment H). Selected Distributor(s) shall designate one sales staff to work with KUSD.

1. **Price Changes:** All products costs without an "Item Good Thru Date" on *Excel Spreadsheet for Pricing* (Attachment D) may be adjusted no more than quarterly through September 2027, with the exception of fresh produce. Selected Distributor(s) shall submit a price change report by 25th of prior month to KUSD CN Director starting with August 25th for new prices to be effective on the first day of the next month. Product cost decreases as well as increases shall be passed on to KUSD.
 - a. Prices on the electronic order guide must be current and will include the handling fee.
 - b. The regular weekly updates on the order guides shall reflect any price changes or product additions/deletions.
 - c. Prices committed as being *firm* as noted on the spreadsheet as "Item Good Thru Date" shall not change for the time period noted on the proposal.
 - d. A schedule for up-dating prices must be submitted with Proposal.
2. **Reports:** Selected Distributor(s) will provide product purchasing reports and summary information by delivery location, and summary for all KUSD sites. Selected Distributor(s) will verify with Emily Riedler or the CN Director the length of period and other specifics, such as format and sites. The sortable Excel spreadsheet will list number of cases for all products purchased and total dollar amounts for each product.
3. **Special orders:** Distributor's representative will keep KUSD informed of special order status.
4. **Forecasting:** KUSD will provide Selected Distributor(s) with a system of forecasting purchases with sufficient lead-time to ensure successful fill rates as described in section 2.10.

3.19 **Recordkeeping:** Any and all documents, books, records, invoices, and/or quotations of KUSD purchases shall be made available, upon demand, in an easily accessible manner for a period of at least three (3) years from the end of the Contract term (including renewals) to which they pertain and after all other pending matters are closed, for audit, examination, excerpts, and transcriptions by KUSD, State, and Federal representatives and auditors in accordance with federal regulations. Selected Distributor(s) must ensure that any such records held by a subcontractor are likewise subject to these provisions.

1. **Audits:** Access shall be granted by Selected Distributor(s) to KUSD parties,
 - a. Audits are required at the end of the contract period.
 - b. Audits may also be made at any time during the term of the contract.
 - c. Audits may be made at the discretion of KUSD at any time monthly price reviews indicate that a problem might exist.
 - d. Audits shall be made of the following:
 - i. Questionable price increases.
 - ii. Selected products showing price increases.
 - iii. Selected products showing no price changes.
 - v. Substitution of cheaper brands or grades.
 - e. A full review may be undertaken when circumstances are questionable.

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- f. Selected Distributor(s)'s purchase invoices, receiving invoice records, and other documentation required to substantiate supplier's costs, will be made available for audit as outlined above.
- g. Any audit, which results in a 2% discrepancy over prices, will be paid for by Selected Distributor(s).
- h. A pre-RFP award audit will be completed. The audit will be a random selection of at least 5% of the products. If more than 5% of the selected products are found questionable, the proposal will be rejected.
- i. Professional audits could be conducted by a company such as McGladrey and Pullen or the Business Managers from KUSD. State and Federal agencies that control CN funds could also conduct an audit.

2. **Audit Procedures:** All products included in the *Excel Spreadsheet for Pricing* (Attachment D) are subject to post-award audits. For a post-award audit conducted by the KUSD, Selected Distributor(s) will be given a three (3) week notice of the intent to conduct an audit prior to the post-award audit. A list of products to audit will be provided to Selected Distributor(s) prior to the audit. The post-award audits will be conducted by KUSD at Selected Distributors' business office, or KUSD may request the documentation be mailed to them for review. Post-award audits may be conducted as frequently as deemed necessary by KUSD.

3. **Unresolved Audits:** In the event of any unresolved audit findings, the records shall be retained beyond the three (3) year period for as long as required for resolution of the issues raised by the audit.

4.0 PRODUCT REQUIREMENTS

4.1 **General Requirements:** All products shall conform to the minimum requirements of Federal and State regulations. These requirements include, but are not limited to cleanliness, safety, weights, fill of containers, drained weights, and contamination.

- 1. All food products supplied by Selected Distributor(s) will comply with Standards of Identity, Quality and Fill and Drained Weights as described in relevant federal regulations.
- 2. All foods, especially TCS foods, will be handled according the latest Wisconsin Food Code or other Iowa Codes that govern the products.
- 3. With respect to any products that are misrepresented, the supplier whose name and address appears on the package is the responsible party. Selected Distributor is expected to take immediate action to correct any situation in which product integrity is violated.
- 4. In the case of quality disputes, the Manufacturer may be required to provide an independent or third-party laboratory analysis to justify the grade.
- 5. Random sampling and testing of products will be performed by KUSD. Should any Product fail to meet specification, quality, or condition as awarded, KUSD will require the Selected Distributor to remove any such Products from every KUSD site; provide full credit for the total value of removed product; and reimburse KUSD for any cost.
- 6. If product origin is not listed on the case or broken cases, Selected Distributor(s) will be required to provide country of origin when KUSD requests the information.
- 7. Distributors are required to complete the *House Brand and Grade Identification Chart* (Attachment L) for all dry, canned, or frozen fruits and vegetables and seasonings. KUSD parties must be able to identify all labels they will receive on the House Brand and Grade Identification.

4.2 **Student Acceptance:** Samples of each selected product shall be submitted for student taste

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testing either prior to bid opening or part of the product selection process when more than one product was bid for a specific line product. A pass/fail taste test of the samples provided will be conducted to determine acceptability. Product must pass 60% or more of the total student sample group. Taste failure will eliminate the product from the approved products and another product will be selected. KUSD reserve the right to determine taste acceptability based on results of tasting with students and the KUSD sites.

4.3 General Terms:

1. ***Individually Quick Frozen (IQF):*** IQF means that the parts can be removed individually from packages. Quick means frozen at the time in a freezer tunnel, either by air blast, nitrogen, or carbon dioxide.
2. ***Child Nutrition (CN) Label:*** CN Label is a standardized food crediting statement on a product that has been authorized by USDA/FNS. Manufacturers must have quality control procedures and inspection oversight that meet the FNS requirements. In lieu of a CN label, a Manufacturer may provide a signed certificate stating that the product is manufactured in accordance with CN standards.
3. ***Geographical Preferences:*** Federal procurement regulations specifically prohibit the use of in-state or geographical preferences in the evaluation of proposals except where permitted by federal law, such as the 2008 Farm Bill which amended the Richard B. Russell National School Lunch Act to encourage CNPs to purchase unprocessed locally grown and locally raised agricultural products.
 - a. For this RFP, locally grown/raised will mean within a 200-mile radius of Kenosha Wisconsin.
 - b. Unprocessed agricultural products mean only those agricultural products that retain their inherent character. Examples of allowed processing include size adjustments such as grinding beef, freezing fresh vegetables, and bagging raw vegetables into individual serving size packages.

4.4 Meat/Meat Alternates:

1. ***Meat and Poultry Inspection:*** All meat and poultry produced under the terms of these specifications must be derived from animal (or bird) carcasses, which have been inspected by government (Federal or State) officials. Cut-up or further processed meat, from either Federal or State inspected plants, must bear inspection stamps on the box or package. Moreover, the product must be produced in plants, which meet Federal or State sanitation requirements.
2. ***Institutional Meat Purchase Specifications (IMPS):*** Insofar as practical; IMPS numbers should show on wholesale cartons. If not, a Manufacturer must certify to Selected Distributor(s) and/or user that the product meets the IMP specifications.
3. ***Meat and Poultry Grades:*** If appropriate, USDA grade stamp must be on cuts or boxes upon delivery.
4. ***Raw or Cooked:*** Meats, poultry and seafood are deemed to be raw (uncooked) unless the term cooked is used. The term cooked implies fully cooked unless a lesser degree of doneness is specified.
5. ***Breading of Meat and Poultry Products:*** Specifications for breaded meat and poultry products require not more than 30 percent breading at time of pack. Selected Distributor(s) may be required to furnish dated certificates from Manufacturers showing the Manufacturer's specifications on range of breading.
6. ***Cured Pork Products:*** Identify products as Cooked Ham, Cooked Ham with Natural Juices, Cooked ham with Water Added, or Cooked Ham with Water Added Product, ??% of Weight is added ingredients.

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7. **Egg Grading:** Fresh eggs must be USDA Grade A. The USDA Grade must be indicated by a shield on the carton.
8. **Fish Inspection and Grading:** Breaded products must bear either a Packed Under Federal Inspection (PUFI) shield or Department of Commerce (USDC) grade shield.
9. **Vegetable Protein Products (VPP):** Under current USDA guidelines, the fully hydrated VPP must be no less than 18 percent protein, by weight. Since VPP extenders may vary in source or content, the current procedure is to address the mix in terms of percent meat, i.e., 70 percent minimum of beef, meaning that the extension is 30 percent, the maximum allowed. Carton labels should clearly state the percentage of meat (or extender) or carry a CN label.

4.5 **Bread/Bread Alternate:** In accordance with CN regulations and guidance, bread products must be whole grain-rich or 100% whole wheat.

4.6 **Fruits and Vegetables – Canned, Frozen, Dried:**

1. **Grades:** Unless otherwise stated in the specification, the top quality specified for canned fruits is Grade B (Choice) and for canned vegetables is Grade B (Extra Standard).
2. **100% Juice, Portion or Bulk Pack:** Must meet USDA Grade Standards for Grade A canned single strength juice or if the product is from concentrate, it must meet the brix and acid requirements of canned single strength juice.
3. **Extra Light Syrup:** Distributors who provide canned fruits in extra light syrup will be viewed favorably.

4.7 **Seasonings:** Complete *House Brand and Grade Identification Chart* (Attachment L) for seasonings. All prices will be compared on a per ounce bases within pack size specified. Occasionally, specific brands have been identified due to recipe requirements.

5.0 INSTRUCTIONS FOR COMPLETING EXCEL SPREADSHEET FOR PRICING

5.1 **Product Specifications:** The products listed herein are identified by commonly understood terminology. The product specifications are the result of thorough research and represent the latest information available. In some cases, the products are brand specific because KUSD had justification due to student taste testing, pack requirements, or specific recipe needs. If Distributor finds any erroneous product brand code numbers or requests a change in pack type (bags versus can) or pack size, inform the KUSD by using the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size*, Attachment M. No glass jars will be accepted.

5.2 **Errors and Omissions:** KUSD reserves the right to waive minor technicalities, correct mistakes, or omissions of line products of which specifications or information may be misleading or inaccurate. Minor technicalities, errors, and omissions are the sole domain of KUSD Evaluation Committee.

5.3 **Product Line Numbers:** Line numbers attached to products will remain uniform and constant throughout the Contract school year and subsequent renewal years. The original product list will be alphabetically in each group. Products are listed alphabetically in each group, which means that when a new product is added it will be inserted alphabetically in each group. Therefore, products will not necessarily be in numerical sequence.

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5.4 **Price Rounding:** The price offered for a case should be two (2) decimal places (.00), for pounds price should be three (3) decimal places (.000), and for broken cases a maximum of four (4) places (.0000) beyond the decimal. The *Excel Spreadsheet for Pricing*, Attachment D has embedded formulas for price extension that will round extended price to the nearest whole cent (5 or greater shall be rounded up and 4.9 or less shall be rounded down).

5.5 **Allowable Costs:** In accordance with applicable federal regulations, for all cost reimbursable contracts:

1. Allowable costs will be paid to the Selected Distributor(s) net of all discounts, rebates and other applicable credits accruing to or received by the Selected Distributor(s) or any assignee under the Contract, to the extent those credits are allocable to the allowable portion of the costs billed to KUSD.
2. The Selected Distributor(s) must exclude all unallowable costs (i.e., those that cannot be paid with federal funds) from its billing documents and certify that only allowable costs are submitted for payment and records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
3. The Selected Distributor(s)'s determination of its allowable costs must be made in compliance with the applicable Departmental and Program regulations and Office of Management and Budget cost circulars.
4. The Selected Distributor(s) must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to KUSD for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The Selected Distributor(s) shall report this information on an at least monthly basis.
5. The Selected Distributor(s) must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the Contract that are not reported prior to conclusion of the Contract.
6. The Selected Distributor(s) must maintain documentation of costs and discounts, rebates, and other applicable credits, and must furnish such documentation upon request to the KUSD, the State agency, or the USDA.

5.6 **Products:** Distributors should quote a price for ALL products listed within a category. Preference may be given to Distributors that can provide all products listed within a category. Selected Distributor(s) will be required to provide actual prices for all products for each category by August 1 of first contract year. For a renewal year, Selected Distributor(s) will be required to provide prices for all products listed in the previous contract period and any new products requested for the ensuing year in April of each year.

1. Actual prices, allowances, and handling fees on the *Excel Spreadsheet for Prices*. (Attachment D) are required for the Primary Products noted in all Groups A - R.
2. For the Supplemental Groups A, E, F, and G, handling Fees will be considered when awarding the contract, not the actual product costs. Supplemental Handling Fee will be multiplied times the estimated cases for each group to determine price for overall Package award.
3. **Selected Distributor(s) must provide the preferred brand. If necessary, Selected Distributor(s) may negotiate with KUSD to find an alternate acceptable product, only when unforeseen circumstances arise.**
4. In some cases, KUSD requested prices on more than one brand for a product. After evaluation of the products, KUSD will decide which brand to accept.
5. Some products have been identified in more than one Group: products that contain USDA

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Foods are listed in Group B – Value Pass Through – VPT, while the same product without the USDA Food is listed in Group A – Center of Plate, Group D – Ice Cream, Dairy, Eggs, or Group E Frozen: Breads, Fruits, Vegetables. KUSD will purchase the products in Group B Value Pass Through – VPT until their USDA Foods dollar amount is expended, then the same product will be purchased from Group A, D, or E, respectively.

6. Products in Groups A through O are expected to be stock products with deliveries to be received within one week of placing the order. Products in Supplemental Groups are not required to be stock items, thus may be special order. A list of all special-order products with the lead-time requirements must be attached to the Proposal.
7. Selected Distributor(s) is expected to deliver all products within the Package to all KUSD sites.
8. KUSD will try to coordinate product requirements in order to minimize the number of products Selected Distributor(s) is required to have on hand.

5.7 Award Expectation – Selected Distributor will be expected to provide all products in the proposal in accordance with terms and conditions of this RFP.

5.8 Information: Excel Spreadsheet for Pricing, Attachment D.

1. **Estimated Bid Quantity** – KUSD has entered combined estimated annual usage for each product that they plan to purchase next year in the column labeled Qty.
3. **DO NOT ADD OR DELETE LINES** – The bid document is designed to compute quantities for various pack sizes. It is imperative that Distributors do not alter the bid document format. Manipulating worksheets, lines, or columns maybe grounds for disqualifying the Proposal.
4. **Approved Brand** – For each line product designating a specific approved brand, you may **ONLY** bid approved brands. Do not enter additional brands. If product code number, pack size, or servings per container are not correct for approved brands, please notify Corki Roth, croth@kusd.edu, using the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size* form, Attachment M. Do **NOT** make a change unless an addendum is received.
5. **Distributor Choice** – In the approved brand column, when Distributor Choice is listed Distributor may offer any label that meets product specification. Delete the words Distributor Choice and enter the brand you are bidding in the cell in red type. Pack size that is listed is the most commonly used pack size for Districts. Alternate pack sizes may be considered only when the *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size* form, Attachment M is submitted and approved. Do **NOT** make a change unless an addendum is received, then follow addendum instructions for making changes. All labels must be identified on the *House Brand and Grade Identification* chart, Attachment L.
6. **Ditto marks or similar indications of repetition** are **NOT** permitted and their inclusion will render the proposal as non-responsive.

5.9 Instructions for completing spreadsheet columns *Excel Spreadsheet for Pricing*, Attachment D. The example is from Category A. Not all Categories will have exactly the same columns. Some Categories require more and/or different information.

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Item #	Pack Size	Product Description	Approved Brand	Bid Unit	Bid Pack Size	Quantity	Svgs per case	Base Price	Fixed Fee	Less Rebates	Final Price	Total Extended	Cost Per Srvg	Item Code	Comments	Source of Allowance	Allowance Good Thru Date

Step 1: Open bid document and click on the first worksheet.

Step 2: Entries Made by Distributor For all Categories

- Bid Pack Size
- Servings per case
- Base Price – enter manufacturer's cost delivered to Distributor's warehouse in the first cell on the line that has the product brand that you are bidding.
- Fixed Fee – enter Distributor handling fee for providing and delivering the product in the next green cell. Handling fee must be entered for every product.
- Less Rebates – enter allowances (volume discounts) manufacturer, supplier, self funded, or other sources provided as a reduction in case cost in place of a guaranteed price.
- Cost per serving
- Item Code # – enter distributor's inventory code number

Step 3: Calculations Performed Automatically – DO NOT MAKE ENTRIES INTO THE COLUMNS or CELLS noted below. The extended price will be correct only if case pack or servings per case are exactly the same as the product quoted.

- Final Price- Cost minus rebates plus Fee, calculated by formula to add cost to distributor minus rebates plus handling fee.
- Bid Quantity – the spreadsheet calculates the number of units needed for each approved brand based on servings per container.
- Total Price – the spreadsheet calculates the Unit Price plus Handling Fee times the Bid Qty and enters the total in this column. Spreadsheet will round prices to two (2) decimal places (.00).
- Total Extended- bid quantity multiplied by final price
- Cost per serving – the spreadsheet calculates the cost per serving and enters the results in this column.
- Subtotal or Total – the spreadsheet adds total price for each product and enters a sheet total at the **bottom** of each spreadsheet.

Step 4: RECAP Sheet - DO NOT MAKE ENTRIES INTO THIS SHEET. Subtotals from each page enter to this page automatically and grand total is calculated.

Step 5: Request For Proposal Summary, Attachment C – Distributor MUST Enter

- Group Subtotal Dollar Amount from RECAP sheet.
- Handling Fee for Supplemental Products – Multiple total cases indicated on the Cat (A, E, F, and G) Sup form times your Handling fee.
- Unknown/Future Products Handling Fees
- Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipments to a District
- Prompt Payment and Late Payment Fees
- Delivery Charge

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- Sign and date document.

NOTE: If Request for Proposal Summary is not completed accurately, it may be grounds for rejection of Proposal.

Step 6: Final Step – Print every sheet, make five (5) copies, and **copy file** to one (1) electronic medium (flash drives) to submit at the proposal opening.

6.0 FORMS AND CONTENT OF PROPOSALS

6.1 These instructions prescribe the format and content of the proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the disqualification of the proposal.

1. The submittal includes one (1) original and five (5) copies of the RFP required documentation and electronic media. The original and each copy shall be submitted in separate sealed envelopes. If the original or a copy requires more than one envelope, the envelopes shall be numbered in the following fashion: 1 of 3, 2 of 3, etc. The envelopes shall be clearly labeled with the following information:

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Envelope number (i.e., 1 of 3)	Date
Distributor's Name and Address	
2. If Distributor designates any information in RFP as confidential, Distributor must submit the information pursuant to Section 3.9.2.

6.2 Distributor will complete *Request for Proposal Summary* form (Attachment C), which includes the following:

1. Package Summary Pricing
2. Unknown/Future Products Handling Fees
3. Reduction in Handling Fees/Delivery Charges for Manufacturer's Drop Shipment
4. Delivery Charges

6.3 The following documents and responses shall be included in the proposal **in the order given below:**

1. Distributor must sign and submit the *Terms and Conditions of Acceptance* (Attachment A) in which Distributor shall agree that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If Distributor objects to any term or conditions, Distributor must specifically refer to the RFP page and section of the corresponding section on Attachment A. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify a Distributor.
2. Distributor must sign and submit a *Proposal Certification and Contract Award* (Attachment B) for KUSD in which Distributor shall certify that the contents of the proposal are true and accurate. A copy from KUSD will be returned to Selected Distributor(s) once the Contract has been awarded by the Purchasing Agent.
3. Distributor submit the following
 - a. *Request for Proposal Summary*, Attachment C
 - b. *Excel Spreadsheet for Prices*, Attachment D
 - c. *Certification of Independence and No Conflict of Interest*, Attachment E
 - d. *Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying*, Attachment F
 - e. *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary*

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Exclusion, Attachment G

- f. *Distributor Information*, Attachment H
- g. *Certification Statement Regarding Buy Americans Provisions*, Attachment I
- h. *Certification Statement Regarding Food Laws*, Attachment J
- i. *House Brand and Grade Identification Chart*, Attachment L
- j. *Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size*, Attachment M, if required

6.4 Required Documents: Distributor is requested to provide the following information:

- 1. Distributor's Code of Ethics
- 2. Explain current purchasing procedures, including but not limited to
 - a. how and when buyers place orders for specific companies, fresh produce, local food, and DoD, if appropriate electronic ordering
 - b. lead time requirements and ordering procedures, specify by company if necessary
 - c. maintenance of adequate inventory
 - d. communication with buyers to ensure product availability
 - e. how KUSD will know what products are available e.g. special orders
 - f. VPT systems
 - g. substitutions
 - h. fresh produce maturity, spoilage, grade, pack size, GAP certification
- 3. Statement of certificates of insurance from issuing company or authorized agent including appropriate signatures
- 4. List of at least three references of school districts of similar size to Districts including names and contact information
- 5. List of products for 2026-2027 contract year that
 - a. have firm prices with good through dates
 - b. cannot be provided by Distributor
 - c. are normally Special Orders including lead time requirements
 - d. are not normally stocked at Distributor's warehouse that services school districts
 - e. are Distributor processed foods
- 6. Schedule for updating prices

6.5 Narrative Section: Distributor will summarize, discuss, and clarify selected topics as identified in the RFP in the order listed below. No more than 10 pages (See 7.3.1.c). Information may be provided in tables or charts or similar depictions.

- 1. Explain any litigation, arbitration, mediation, administrative proceedings, etc.
- 2. Explain volume discounts or allowances
- 3. Explain how handling fee(s) were determined
- 4. Explain prompt payment allowances
- 5. Delivery fee including base fuel costs
- 6. Describe how nutrition information will be maintained
- 7. Describe how MSDS information will be maintained
- 8. Describe Distributor's expectations on how KUSD will order
- 9. Describe ancillary services offered
- 10. Computer interface and support
- 11. Communication methods used to provide information to KUSD

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6.6 **Value Added Options and Services:**

1. Value Added Options and Services including, but not limited to product merchandisers and other purchasing incentives will not be considered as a factor in evaluating the Proposal.
2. Should Distributor choose to make Value Added Options and Services available to the Districts, a separate document, describing the specific value-added features, must be submitted at the time of the Proposal opening. Documents describing value added options and services must be presented in a sealed envelope labeled Value Added Options and Services. The Distributor's name and RFP Name must also be clearly labeled on the envelope. Distributor must submit in separate sealed envelopes one (1) original and five (5) copies of the information.

6.7 **Other Required Documents/Information**

Distributors must ensure that they provide any other documents or information requested by this RFP, including but not limited to responses to any addendums that may be issued to the RFP.

7.0 **EVALUATION OF PROPOSALS**

- 7.1 **Evaluation process:** KUSD will use an evaluation matrix to determine which proposal provides the greatest benefits to KUSD. The evaluation process is designed to award the contract not necessarily to Distributor of least cost, but rather to the responsible Distributor with the best combination of attributes to perform the required services and be most advantageous to the KUSD's programs, with price and other factors considered.
- 7.2 **Evaluation Committee or Evaluation of Proposals:** KUSD intends to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. KUSD will use an Evaluation Committee to review and evaluate the proposals. At the sole discretion of the Evaluation Committee, Distributors may be selected for interviews as part of the evaluation process. Incomplete Proposals will not be considered by the Evaluation Committee. See *Request For Proposal Checklist* for requirements of a complete Proposal.
- 7.3 **Evaluation Criteria:** The Evaluation Committee will evaluate all qualifying proposals by Category and recommend awards using the following evaluation criteria, based on 150 possible points. The Committee will use the evaluation results for Distributor reputation, Computer capabilities, Service characteristics, and Ancillary services criteria. The Committee will evaluate each Category for Price and Completeness of product line. Those items without points assigned will not be used in computing the score received but will instead be used as a basis for possible disqualification. The maximum possible score for each criterion is shown. Each criterion is further described below.

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Criteria	Location of Details	Maximum Score
Price per Category	7.3.2.a	45
Completeness of product line per package	7.3.2.b	20
Distributor reputation	7.3.2.c	5
Computer capabilities	7.3.2.d	10
Service characteristics; Ancillary services	7.3.2.e	20
Commercial Distribution	7.3.2.f	25
Electronic Nutritional Information Resources	7.3.2.g	25

1. **Evaluation:** There are three sections to the evaluation process as identified in the RFP: Completed Attachments, Required Documents/Information, and Narrative Section. Succinctly describe key points as required in the RFP.
 - a. **Completed Attachments** – Ensure that all attachments are thoroughly completed with signatures and dates when requested. Incomplete documentation may result in rejection of the Proposal.
 - b. **Required Documents/Information** – Distributors must provide documentation and other information on Distributor's letterhead; explain in detail current processes or implementation plans; and provide lists or schedules. Provide documentation as succinctly as possible, yet thoroughly explain required information.
 - c. **Narrative Section** The narrative must not exceed ten (10) typewritten single sided pages, double spaced, with margins no less than one (1) inch, eleven point type or larger. May provide the information in tables or charts or similar depictions. Do not count attachments. DO NOT include a cover sheet, brochures, flyers, pamphlets, catalogs, price lists, manufacturers' information, videos, CDs or DVDs, other electronic materials, or similar materials.
2. **Evaluation Criteria:** At the sole discretion of the evaluators, points will be awarded in each category based upon the following:
 - a. **Price:** Maximum of forty-five (45) points

Objective: Distributor submitting a complete and fully responsive bid, with the lowest aggregate extended price net of all allowances (hereafter, lowest price) will be awarded the most points in each Category. Distributors submitting complete and fully responsive bids for prices greater than the lowest price will receive proportionately fewer points.

Subjective: Evaluators will consider how Distributor will track volume discounts, rebates, allowances.
 - b. **Completeness of product line:** Maximum of twenty (20) points

Objective: Distributor submitting the most complete, fully responsive Proposal for each Category will be awarded the most points in each Category. Distributors submitting complete and fully responsive Proposal with fewer products per Category represented will receive proportionately fewer points.

Subjective: Evaluators will consider adequacy of inventory, including simple, smooth, seamless method to ensure timely delivery of special order products and outages in adequate quantities as quickly as possible, products that are not or will not be carried as regular inventory. Points will be awarded based on Distributor's demonstrated capacity to carry the entire product line as regular inventory in quantities adequate to meet KUSD needs.

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- c. Distributor reputation: Maximum of (5) points
Subjective: Points will be awarded based on references and other documents provided by Distributor and the past performance (if any) of Distributor with KUSD. Performance will include, but is not limited to experience, qualifications, past performance, and references. At the sole discretion of the evaluators, references may be contacted and interviewed about their experience with Distributor. KUSD reserves the right to contact school districts other than those listed as references.
- d. Computer capabilities: Maximum of (10) points
Subjective: Points will be awarded based on Distributor's ability to provide services to KUSD electronically, such as operational and sales reports, electronic billing, and credit procedures. This will include, but not limited to, Distributor's ability to accept orders electronically, provide reports using electronic methods, and provide billing and credit information, provide accurate, current nutritional information including Distributor processed products, MSDS sheets.
- e. Service characteristics; Ancillary services: Maximum of twenty (20) points
Subjective: Points will be awarded based on the efficiency of Distributor's ordering system to minimize the time lapse between ordering deadlines to pick times to delivery times, the efficacy of methods to ensure delivery of the full order in full quantities with no substitutes or outs, the suitability of delivery days and times to meet the needs of KUSD and ancillary services, such as, dietitians, training opportunities, and special services, etc.
- f. Commercial Distribution: Maximum of twenty-five (25) points (see attachment M)
Subjective: Points will be awarded based on the Distributor's ability to carry out the responsibilities stated in the *USDA Foods Program School Food Authority (SFA) Agreement Template for Commercial Distribution of USDA Foods in Wisconsin*, the ability to pick up USDA Foods from the state contracted warehouse facility, and store until the delivery as needed.
- g. Electronic Nutritional Information Resources: Maximum of twenty-five (25) points
Subjective: Points will be awarded based on the Distributor's ability to provide electronic services to KUSD regarding nutritional information resources. This will include, but not limited to, nutrition facts labels, ingredient lists, product information sheets, CN labels, Product Formulation Sheets.

7.4 Pre-Award Audits:

- 1. At the time of Proposal review, KUSD Audit Committee shall conduct a Pre-award Audit of products selected from the *Excel Spreadsheet for Pricing*, Attachment D. The audit will be conducted as a means of determining and/or verifying the prices quoted by Distributor. Distributor shall provide acceptable documentation to KUSD to conduct pre-award audit, including but, not limited to the following:
 - a. Actual manufacturer's invoices.
 - b. Freight bills
 - c. Perpetual inventory records
 - d. Recognized Market bulletins – used for price changes in Distributor's manufactured products
 - e. Documentation of discounts, rebates, allowances, and other procurement incentives intended for KUSD received by Distributor(s) from the manufacturer/supplier

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2. An original Manufacturer's signed confirmation will be acceptable documentation for Proposal pricing received, but not yet purchased. Such confirmations must include the authorized Manufacturer signature on company letterhead. In addition, the confirmation must reference the pricing as specifically for KUSD. The extent and method of this audit will be at the discretion of the Audit Committee. Written quotes and/or any other documentation to ascertain whether these products reflected the lowest quotation used will be requested and reviewed during the audit.
3. Selected Distributor(s) shall agree to allow KUSD on the premises during normal work hours. All facilities and records pertaining to transactions related to KUSD are subject to inspection and review by KUSD at any time during normal work hours.

7.5 **Proposal Selection:** Upon completion of evaluation of proposals, KUSD shall negotiate with Distributor that submits the most responsive proposal. Contract award is contingent upon KUSD and Distributor reaching mutually agreeable terms as memorialized by the *Proposal Certification and Contract Award*. Other Distributors that have submitted proposals will be notified when negotiations have been completed.

KUSD reserve the right to:

Waive any irregularities or informalities in proposals; when in the best interest of KUSD, accept or reject any and all proposals or portions thereof, select the next most responsive proposal, or if necessary, issue a new RFP or take other action as KUSD deems appropriate; and/or enter into such contract or contracts as shall be deemed to be in the best interests of KUSD.

Distributor has the right to withdraw its proposal if KUSD changes the type of contract as described in Section 3.2.

8.0 AWARD AND POST AWARD INFORMATION

- 8.1 **Notice of Intent to Award:** KUSD will issue Notice of Intent to Award letters to Distributors whose Package Proposal will be recommended to the Purchasing Agent for Contract approval. The Contract will be final when approved by the Purchasing Agent.
- 8.2 **Award:** In accordance with KUSD's policies, if any or all parts of Distributor's Proposal are accepted by KUSD, the Purchasing Agent shall affix its signature on the *Proposal Certification and Contract Award* (Attachment B) and collectively this RFP and Distributor's Proposal in response thereto shall become the Contract and shall represent the entire agreement between KUSD and Selected Distributor.
- 8.3 **Appeals:** Distributor whose proposal has been timely filed and who is aggrieved by the award of a contract to another Distributor may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the award of Contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the RFP and/or award of Contract. An appeal will be heard by the designated KUSD administration unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit.

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The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

1. Violation of state or federal law;
2. Irregularities creating fundamental unfairness; or
3. Arbitrary or capricious award.

The appeal will be reviewed by designated KUSD administration who will provide a written response within ten (10) business days after hearing the appeal. If the appealing party is not satisfied with the response, the petitioner may appeal to the Purchasing Agent for further review. Further review must be requested in writing, and must be received by the Purchasing Agent within five (5) business days after the date of the administration's response. The request for further review must state the reasons the administration's response is being rejected. The Purchasing Agent will review the original appeal and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The Purchasing Agent will meet to rule on the appeal no later than ten (10) business days after receipt for further review. The decision of the Purchasing Agent shall be in writing, and shall be the final decision on the matter.

8.4 **Contract Maintenance:** KUSD will meet with Selected Distributor(s) at a minimum of one (1) time per year to discuss product shortages, delivery times, product quality including other options, billing issues, special orders, and Distributor's issues.

8.5 **Mutual Agreement Termination:** With mutual agreement of both parties to a contract, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed upon date before the end of the contract period without penalty to either party.

8.6 **Non-Performance of Contract and Termination:**

1. Except as may be otherwise provided by this document, this Contract may be terminated in whole or in part by either party to the Contract in the event of failure by the other party to fulfill its obligations under this Contract 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 products or performance, prior to termination.
2. In the case of default by Selected Distributor(s), KUSD shall have the right to purchase any or all products in default in the open market, charging the Selected Distributor(s) with any additional cost. The defaulting Selected Distributor(s) shall not be considered a responsible Proposal or bidder until the assessed charge has been satisfied.
3. KUSD may terminate this Contract immediately upon written notice to Selected Distributor(s) if Selected Distributor(s) becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Selected Distributor(s) loses its license or other ability to provide the required products and services, or if Selected Distributor(s) takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the CNP).
4. Valid causes for termination of this Contract shall include, but are not limited to:

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- a. Selected Distributor(s) failure to adhere to any of the provisions of the General Terms and Conditions of this RFP.
- b. Selected Distributor(s) delivering any product(s) that fail to meet the Product Specifications included in this RFP.
- c. Selected Distributor(s) delivering any substitution(s) of products without the prior approval.
- d. Selected Distributor(s) failure to meet the required delivery schedules as agreed to.
- e. Selected Distributor(s) failure to provide Product Data Sheets and MSDS.
- f. Selected Distributor(s) violation of any other provision contained within the RFP and/or Contract or any Attachment or Addendum(s) thereto.

5. In the event KUSD or a KUSD party terminates this Contract, in whole or in part, for cause or default on the part of Selected Distributor(s), KUSD or a KUSD party reserves the right to award the canceled Contract, or any portion thereof, to the next lowest or most responsive Distributor as it deems such award to be in the best interest of KUSD or KUSD party.

6. Should any Contract formed hereunder be funded from Districts appropriations, and in the event 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 Districts shall immediately notify Selected Distributor(s) of such occurrence but the Districts shall have no further obligation as to such current or succeeding fiscal year and the Contract shall be null and void, except as to the portions of payment herein agreed upon for the funds which shall have been appropriated and budgeted.

7. Any Contract termination resulting from any cause other than a Force Majeure event or termination for non-appropriations will be deemed valid reason for not considering any future Proposal or bid from the defaulting Selected Distributor(s).

8.7 Termination for Convenience

KUSD may terminate this Contract prior to the expiration of the term, without cause and without penalty, upon thirty (30) days' written notice to the Selected Distributor(s).

8.8 Final Payments

Upon any termination of the Contract, KUSD 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. The Selected Distributor(s) shall submit all required reports and other information.

8.9 Other Provisions

1. Any notice required or permitted by the Contract will be deemed to be delivered, and thus effective, when personally received, or three days after being placed in the U.S. Mail, postage prepaid, and addressed to the party at their administrative offices.
2. The Contract shall be governed exclusively by Wisconsin and federal law. Any litigation arising between the parties to the Contract related to the Contract shall be initiated and maintained only in the U.S. District Court for the Southeastern District of Wisconsin or the District Court for Kenosha County, Wisconsin.
3. The Contract will constitute a complete understanding of the parties with respect to the subject matter therein and supersedes, replaces, and merges all prior understandings, promises, representations and agreements, written or oral, relating thereto.
4. If any provision of the Contract is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be

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valid and enforceable, and all other provisions shall remain in full force and effect.

5. The relationship between the parties to the Contract shall be that of independent contract. No joint venture, partnership, employment, or agency relationship shall exist between the parties to the Contract and neither party shall have the authority to create any obligations for the other, or to bind the other to any representation, statement, or document.

9.0 Delivery Sites for Kenosha Unified School District (KUSD):

Bradford High School 3700 Washington Road Kenosha, WI 262-359-6747 Delivery 1 time/week	Bullen Middle School 2804 39 th Avenue Kenosha, WI 262-359-4100 Delivery 1 time/week
Indian Trail High School 6800 60 th Street Kenosha, WI 262-359-8688 Delivery 1 time/week	Lance Middle School 4515 80 th Street Kenosha, WI 262-359-2020 Delivery 1 time/week
Lakeview Technology Academy 5333 26 th Ave Kenosha, WI 262-359-3029 Delivery 1 time/week	Mahone Middle School 6900 60 th Street Kenosha, WI 262-359-8119 Delivery 1 time/week
Tremper High School 8560 26 th Avenue Kenosha, WI 262-359-2221 Delivery 1 time/week	Washington Middle School 2600 50 th St Kenosha, WI 262-359-2410 Delivery 1 time/week
Reuther High School 913 57 th St Kenosha, WI 262-359-7850 Delivery 1 time/week	Kenosha Unified School District Central Kitchen/Educational Support Center 3600 52 nd Street Kenosha, WI 262-359-6382 Delivery 4 times/week



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Educational Support Center- Central Warehouse

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Rhea Burks 262-359-6015	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Central Kitchen & Warehouse
Address	3600 52 nd Street, Kenosha, WI
Telephone	262-359-6010
Contact Name	
Site Type#	Onsite Prep, Warehouse
Delivery Concerns	Must be Palletized
Delivery Type	In house
Delivery Frequency	4 days per week
Enrollment	N/A
Average Breakfast	2300
Average Lunch	5000
Summer Program	Yes
Delivery Times	6:30 am



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Bradford High School

District Billing Address:
3600 52nd Street
Kenosha, WI

Contact Person for Ordering:
Debbie Labbe
262-359-6747

Contact Person for Billing:
Louise Caracciolo
262-359-6382

Site Name	Bradford High School
Address	3700 Washington Rd, Kenosha, WI
Telephone	262-359-6747
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	1450
Average Breakfast	250
Average Lunch	600
Summer Program	NO
Delivery Times	6:00-8:00am



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Indian Trail High School & Academy

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Carrie Otto 262-359-8688	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Indian Trail High School & Academy
Address	6800 60 th Street, Kenosha, WI
Telephone	262-359-8688
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	1800
Average Breakfast	350
Average Lunch	950
Summer Program	NO
Delivery Times	6:00-10:00am



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Lakeview Technology Academy

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Shannon Morales-Barton 262-359-3029	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Lakeview Technology Academy
Address	5533 26 th Ave, Kenosha, WI
Telephone	262-359-3029
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	400
Average Breakfast	100
Average Lunch	250
Summer Program	NO
Delivery Times	7:00-1:00pm



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Tremper High School

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Jolleen Pillizzi 262-359-2221	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Tremper High School
Address	8560 26 th Ave, Kenosha, WI
Telephone	262-359-2221
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	1400
Average Breakfast	250
Average Lunch	700
Summer Program	NO
Delivery Times	6:30-1:00pm



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Reuther High School

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Amy Totts 262-359-7850	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Reuther High School 913 57 th Street, Kenosha, WI 262-359-7850
Address	
Telephone	
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	900
Average Breakfast	125
Average Lunch	400
Summer Program	NO
Delivery Times	7:00-11:00am



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Bullen Middle School

District Billing Address:
3600 52nd Street
Kenosha, WI

Contact Person for Ordering:
Arlene Cass
262-359-4100

Contact Person for Billing:
Louise Caracciolo
262-359-6382

Site Name	Bullen Middle School
Address	2804 39 th Ave, Kenosha, WI
Telephone	262-359-4100
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	800
Average Breakfast	200
Average Lunch	575
Summer Program	NO
Delivery Times	7:00-12:30pm



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Lance Middle School

District Billing Address:
3600 52nd Street
Kenosha, WI

Contact Person for Ordering:
LeAnna Cross
262-359-2020

Contact Person for Billing:
Louise Caracciolo
262-359-6382

Site Name	Lance Middle School
Address	4515 80 th Street, Kenosha, WI
Telephone	262-359-2020
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	900
Average Breakfast	175
Average Lunch	600
Summer Program	NO
Delivery Times	7:00-11:00am



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Mahone Middle School

District Billing Address: 3600 52 nd Street Kenosha, WI	Contact Person for Ordering: Tracie Fry 262-359-8119	Contact Person for Billing: Louise Caracciolo 262-359-6382
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Site Name	Mahone Middle School
Address	6900 60 th Street, Kenosha, WI
Telephone	262-359-8119
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	975
Average Breakfast	200
Average Lunch	700
Summer Program	NO
Delivery Times	7:00-1:00pm



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Washington Middle School

District Billing Address:
3600 52nd Street
Kenosha, WI

Contact Person for Ordering:
Maria Lys St. Ange
262-359-2410

Contact Person for Billing:
Louise Caracciolo
262-359-6382

Site Name	Washington Middle School
Address	2600 50 th Street, Kenosha, WI
Telephone	262-359-2410
Site Type#	Onsite Prep
Delivery Concerns	N/A
Delivery Type	In house
Delivery Frequency	1 time per week
Enrollment	575
Average Breakfast	175
Average Lunch	450
Summer Program	NO
Delivery Times	7:00-1:00pm

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Attachment A

TERM AND CONDITIONS OF ACCEPTANCE

Federal Program Regulations

The Child Nutrition Programs receiving goods and services under this Contract are Federally-funded programs operated under the authority of the United States Department of Agriculture (USDA). This RFP and the subsequent Contract shall comply with 7 CFR Subchapter A, Parts 3015 and 3016, and applicable cost circulars issued by the Office of Management and Budget (OMB) including A-87 Cost Principles, A -102 Grants and Cooperative Agreements, and A -133 Audit Requirements, and any other pertinent state or federal laws, regulations, and/or directives.

In compliance with this RFP, and subject to all conditions required herein, the undersigned offers and agrees to furnish and deliver any or all services and products upon which prices are proposed, at the prices set correlating to each product, within the time specified. By responding to this RFP, Distributor certifies that the Proposal is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting a Proposal for the same products, and is in all respects fair and without collusion or fraud. Distributor also certifies no one connected to this company has had any connection with the development or drafting of this RFP. Under penalty of perjury, the undersigned Distributor certifies that this Proposal has not been arrived at collusively or otherwise in violation of Federal or State (Iowa) laws or regulations.

By signing this Terms and Conditions of Acceptance, the individual whose name is shown below assures that Distributor has read and understands all the terms and conditions in this document and agrees to be bound by them, and is authorized to submit Proposals on behalf of Distributor. The Proposal submitted by Distributor conforms to all specifications, the General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this RFP.

Concerns or Objections (if any): _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date



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Attachment B

KENOSHA UNIFIED SCHOOL DISTRICT (KUSD) PROPOSAL CERTIFICATION AND CONTRACT

AWARD

Proposal Certification:

Distributor's failure to execute/sign Proposal prior to submittal may render Proposal non-responsive.
Received addenda _____ through _____ prior to proposal submittal

Organization Name (print)

Name and Title of Authorized Representative (print)

Address _____

City, State _____ ZIP _____

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

Signature of Authorized Representative _____ Date _____

Email _____ Phone _____

Contract Award for Package(s):

By its signature below, and in consideration of the mutual promises of each party, the below-designated KUSD party agrees to award the Contract, as defined in the RFP, for Package(s) _____ to the above-designated Distributor in accordance with the terms and conditions of such Contract, which is hereby incorporated by reference and made a part hereof.

ATTEST:

By _____
President, Board of Directors

Secretary, Board of Directors

Date _____

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Attachment C

REQUEST FOR PROPOSAL SUMMARY

Distributor Name (Print): _____

Category Summary Pricing:

Product Groups Excel Spreadsheet for Pricing	Total Dollar Amount Primary Products	Handling Fee by Group Supplemental Products
GROUP A Meats	\$ _____	\$ _____
GROUP B Frozen Pizza	\$ _____	
GROUP C Poultry	\$ _____	
GROUP D Frozen	\$ _____	
GROUP E Cheese, Dairy, Ice Cream	\$ _____	\$ _____
GROUP F Canned/Dried: Fruit, Vegetable	\$ _____	\$ _____
GROUP G Dry Goods	\$ _____	\$ _____
GROUP H Spices	\$ _____	
GROUP I Chips	\$ _____	
GROUP J Fresh Produce	\$ _____	
GROUP K Juice	\$ _____	
GROUP L Special Diets	\$ _____	
TOTAL Category	\$ _____	

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Attachment C, continued

Unknown/Future Products Handling Fees:

During a Contract period as Regulations, products, and student preferences change, and new products become available, products may need to change. Pricing structure will be the same – Cost plus Handling Fee. This handling fee should be no more than 125% of the average handling fee per group. Ordering Unknown/Future Products not on the *Excel Spreadsheet for Pricing* will be held to a minimum. All products not on the Primary or Supplemental Product List shall be charged at Cost plus:

		Handling Fee per case
GROUP A	Meats	\$ _____
GROUP B	Frozen Pizza	\$ _____
GROUP C	Poultry	\$ _____
GROUP D	Frozen	\$ _____
GROUP E	Cheese, Dairy, Ice Cream	\$ _____
GROUP F	Canned/Dried: Fruit, Vegetable	\$ _____
GROUP G	Dry Cereal and Staples	\$ _____
GROUP H	Spices	\$ _____
GROUP I	Chips	\$ _____
GROUP J	Fresh Produce	\$ _____
GROUP K	Juice	\$ _____
GROUP L	Special Diets	\$ _____

Explain Reduction in Handling Fees/Delivery Charges for Manufacturer's

Drop Shipment to a District: _____

Explain Prompt Payment and Late Payment Fees: _____



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Attachment C, continued

Delivery Charge*:

Delivery Charge per stop \$ _____

If charge is different between packages, sites, amounts delivered, and minimum amount ordered; please explain how the delivery charge was determined. Consider palletized deliveries.

*Per federal guidance, additional fuel surcharges are not allowed.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

Note: Please fill this sheet out in INK. If corrections are needed, cross out and initial. DO NOT ERASE.

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Attachment E

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The development of this Proposal by Distributor's officers or employees was completed independent from any other company or entity and without influence or attempt of influence by any person or company of a like entity.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

2. Conflict of interest is any situation in which an individual or corporation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit. When an individual tries (and/or succeeds in) influencing the outcome of a decision, for personal benefit it is considered a conflict of interest.
 - a. No relationship exists or will exist during the contract period between Distributor and any member of KUSD that interferes with fair competition or is a conflict of interest.
 - b. No relationship exists or will exist during the contract period between Distributor and any other Distributor or Manufacturer that interferes with fair competition or is a conflict of interest.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

3. My company has a possible conflict of interest: _____

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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Attachment F

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
COOPERATIVE AGREEMENTS, AND LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, or in connection with obtaining any Federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. 1352, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-Contracts, sub-grants and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. 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.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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Attachment G

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, and
VOLUNTARY EXCLUSION**

This certification is required by Executive Orders 12549 and 12689 and any applicable federal regulations.

1. The prospective participant certifies, by submission of this Certification and Proposal, that neither it nor any of 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.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification and Proposal.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts) and that all sub-contractors, such as Manufacturers, certify and disclose accordingly.

By signing and submitting this form, the prospective Distributor is providing certification they have accessed and verified at the following website: <http://www.epls.gov> that Distributor and Manufacturers that they do business with are not debarred or suspended or otherwise ineligible or excluded from conducting business in the state of Iowa and/or participating in this contract.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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Attachment H

DISTRIBUTOR INFORMATION

Distributor Name: _____

Contact Person for Orders: _____

Office Phone: _____ **Fax:** _____

Cell Phone: _____ **E-mail:** _____

Emergency Contact Person for After/Before Hours _____

Office Phone: _____ **Fax:** _____

Cell Phone: _____ **E-mail:** _____

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

Office Phone: _____ **Fax:** _____

Cell Phone: _____ **E-mail:** _____

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

Office Phone: _____ **Fax:** _____

Cell Phone: _____ **E-mail:** _____



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Attachment I

CERTIFICATION REGARDING BUY AMERICAN PROVISIONS

Distributor certifies, by submission of this proposal, that it

1. understands the Buy American provision required by USDA rules,
2. agrees to the maximum extent possible to ensure that all products provided under this proposal will meet this provision,
3. will clearly identify products proposed that do not meet this provision,
4. will provide documentation as required to demonstrate compliance.

Describe how KUSD will be notified when agricultural products are not substantially produced or processed in the US:

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date



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Attachment J

CERTIFICATION STATEMENT REGARDING FOOD LAWS

Distributor certifies, by submission of this proposal, that it

1. complies with all applicable food laws,
2. follows written HACCP plan,
3. provides documentation of compliance upon request,
4. notifies customers promptly of findings of non-compliance, and
5. assists customers with Manufacturer's or Supplier's non-compliance.

Describe procedures used to ensure products are stored and transported according to all federal/state laws that govern food supply chain, including, but not limited to maintaining appropriate temperatures of TCS foods, local farms safety and sanitation practices, recall, and biosecurity procedures.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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Attachment K

HOUSE BRAND AND GRADE IDENTIFICATION CHART

Distributor must indicate how KUSD will identify the different quality of products for canned, frozen, and dried fruits and vegetables, for example: color of label, brand name, nomenclature, etc. List ALL labels and the products packed under each label that are sold by your house.

DRY/CANNED FRUITS and VEGETABLES

	Label Identifications (Brand Name, Label Color, Pack location)	Foods Packed Under Label	Manufacturer of House Brands
Premium & First Quality Fancy Vegetables (score 90-100) Choice Fruits (score 80-90)			
Second Quality Extra Standard Vegetables (score 80- 90) Standard Fruits (score 70-80)			
Third Quality Standard Vegetables (score 70-80) Substandard Fruits (score below 70)			

FROZEN FRUITS and VEGETABLES

	Label Identifications (Brand Name, Label Color, Pack location)	Foods Packed Under Label	Manufacturer of House Brands
Premium & First Quality Fancy Vegetables (score 90-100) Choice Fruits (score 80-90)			
Second Quality Extra Standard Vegetables (score 80- 90) Standard Fruits (score 70-80)			
Third Quality Standard Vegetables (score 70-80) Substandard Fruits (score below 70)			

SEASONINGS

Seasonings	Label Identifications (Brand Name, Label Color, Pack location)	Manufacturer of House Brands

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

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Attachment L

DISTRIBUTOR SUBMITTAL FORM FOR INCORRECT PRODUCT CODE, SPECIFICATION, OR PACK SIZE

If an incorrect product code, specification, or pack size is identified, complete this form. Errors found more than 72 hours (3 business days) before proposal opening must be emailed to Corki Roth at croth@kisd.edu or if less than three (3) business days before proposal opening submit with your proposal. Not submitting this form may be grounds for rejecting the proposal. Do not change the spreadsheet for this product until you receive notification from Corki Roth.

Organization Name (print)

Name and Title of Authorized Representative (print)

Signature

Date

Phone: _____ E-Mail: _____

Product Category: _____

Line Item Number: _____

Approved Brand Name on Proposal: _____

Approved Code on Proposal: _____

Manufacturer Pack on Proposal: _____

Source of Information: _____

Describe Error(s) and include recommended correction:

The following manufacturer information must be provided for verification:

1. Manufacturer Specification Sheet
2. Manufacturer Label
3. Manufacturer Ingredient list
4. Manufacturer Nutrition label
5. Product Allergen list
6. Signature of manufacturer representative (may be requested by Emily Riedler)

Action: _____ Date: _____

Approved _____ Not Approved _____ Amendment sent: _____

CONTRACT BETWEEN SCHOOL FOOD AUTHORITY AND COMMERCIAL DISTRIBUTOR OF USDA FOODS IN WISCONSIN

SCHOOL FOOD AUTHORITY (SFA) NAME: _____

SFA ADDRESS: _____

AGENCY CODE: _____

COMMERCIAL DISTRIBUTOR NAME: _____

I. GENERAL INFORMATION

The purpose of this agreement is to arrange with a commercial distributor (herein referred to as distributor) for the handling, storing, staging, and delivery of USDA Foods Direct Delivery and State Processing Products. USDA Foods will include refrigerated, frozen, and dry food items. The distributor agrees to comply with federal regulations including policy and federal/state policy and instructions issued by the Wisconsin Department of Public Instruction (DPI). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 250 (Food Distribution Program), and applicable procurement and contracting regulations in 2 CFR Part 200.

This agreement excludes further-processed USDA Foods obtained through the direct diversion of bulk USDA Foods.

II. DPI AGREES TO:

A. Provide distributors with the following information:

1. For each participating SFA with whom the distributor has a contract, a detailed report of USDA Foods requested for the upcoming school year. The report includes: material identification (ID), USDA Foods description, ordered quantity, ordered unit of measure, and requested delivery month.
2. Login access to the WI USDA Foods Ordering System for distributor with a signed Memorandum of Understanding (MOU) with DPI.
3. Monthly, from September to May, the DPI will generate a USDA Foods distribution to SFAs report for the distributor to download. The distribution report is based on SFA's monthly orders from September to May. The distribution report includes: product material ID, USDA Foods description, quantity of cases per SFA, SFA ID (Agency Code), SFA name, and delivery month.
4. Monthly, from August to April, the DPI will generate a warehouse release authorization report for the distributor to download. The warehouse release report lists the products and quantities that the distributor must pick up from the state-designated warehouse. The warehouse release authorization report includes: product material ID, USDA Foods description, storage type, quantity of cases per product, gross weights, and delivery month.

B. The DPI is responsible for costs associated with warehouse storage and handling during the assigned distribution month (e.g., if SFA requests product for September distribution, DPI will pay the state-contracted warehouse storage and handling costs until September 30).

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III. THE DISTRIBUTOR AGREES TO:

- A. Be properly authorized through the Wisconsin Department of Transportation and the United States Department of Transportation. Distributor must be in compliance with Federal Motor Carrier Safety regulations.
- B. Comply with applicable regulations (7 CFR 210 and 250) and federal/state policy and instructions issued by DPI.
- C. Comply with applicable procurement and contracting regulations (2 CFR Part 200) and shall in no way enter into a contract with a SFA or participate in activities that are in conflict with SFA program compliance responsibilities.
- D. Allocate to the SFA all USDA Foods Direct Delivery and State Processing products allocated by DPI to the SFA during the assigned distribution month per SFA's Order in the WI USDA Foods Ordering System. To comply with this requirement, the distributor is encouraged to pick up the SFA's Order from the state-designated warehouse by the end of the month that the distributor receives notification that the SFA's Order is available for pick up (e.g., the DPI generates SFA's September Order by August 15 and notifies the distributor to schedule appointments to pick up at state-designated warehouse by August 31. The distributor must make products listed on the September Order available to SFA for delivery to SFA by allocating products during the month of September).
- E. Sign a Memorandum of Understanding (MOU) with DPI to participate in commercial distribution of USDA Foods.
- F. Pick-up the SFA's USDA Foods from the designated state-contracted warehouse (see Attachment A for further details regarding the designated state-contracted warehouse pick-up locations).
- G. Abide by the following transfer of title requirements:
 - 1. Distributor must give a minimum of 48 hours notice to the state-designated warehouse to set dock appointments.
 - 2. At the time the distributor picks up a SFA's USDA Foods, a transfer of title will occur to the SFA. The distributor shall be financially liable for the value of each SFA's USDA Foods in the distributor's possession. The distributor will inspect each pallet of USDA Foods for damages and accuracy before removing them from the state-designated warehouse.
 - 3. Full pallet ordering and removal from the state-designated warehouse is required. This is to prevent a distributor from breaking down large quantity items into smaller orders. There will be no additional charge for partial pallets if the distributor picks up the entire authorized quantity of USDA Foods for the month. This will allow for identification of USDA Foods, in the event of a USDA Foods Recall. Partial pallets will be allowed when split between distributors.
 - 4. If the distributor picks up product in full truck load increments, the state-designated warehouse will not charge the distributor an order withdrawal fee. A full truck load equates to the full authorized quantity of USDA Foods for the month. Therefore, if the full authorized quantity of USDA Foods is less than a full truck load, there will be no withdrawal fee if the distributor takes the full authorized quantity of USDA Foods at one time. However, if the full authorized quantity of USDA Foods for a distributor is more than one full truck load, but the total does not equal a full truck load increment;

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there will be no withdrawal fee if the distributor takes the full authorized quantity of USDA Foods at one time (within the same business day during normal warehouse business hours).

5. If the distributor picks up less than a full truck load of product, the state-designated warehouse may charge the distributor an order withdrawal fee. The state-designated warehouse will bill the distributor directly for any applicable order withdrawal fee for pick-up quantities of less than a full truck load.
6. The distributor must pick-up USDA Foods from the state-designated warehouse by the last day of the assigned distribution month (e.g., if a SFA orders USDA Foods to be delivered to the state-designated warehouse in September, the distributor has until September 30 to pick-up those USDA Foods). If USDA Foods are not removed from the state-designated warehouse by the last day of the assigned distribution month, the warehouse will bill the distributor for the additional storage cost. At this time, products will be transferred into the distributor's storage account. Additional storage charges resulting from the distributor not picking up the product by the last day of the assigned distribution month are the responsibility of the distributor and will not be passed on to the SFA.
7. Pallet exchange with the state-designated warehouse is required. Pallets must be Grade "A", four-way pallets, 40" x 48." If pallets do not meet this specification or are in poor condition, the state-designated warehouse may establish a pallet account and invoice the distributor accordingly.
8. All USDA Foods products are distributed by state-designated warehouse on pallets. Pallets shall conform to the following:
 - a. Manufacturer's standard 40" x 48" GMS partial 4-way shipping pallets are acceptable.
 - b. Maximum height: 7'6" (including pallet)
 - c. Maximum weight: 3,200 pounds (including pallet)
 - d. Pallets are to be securely banded or shrink wrapped.
 - e. Pallet exchange is required with all warehouses and will be exchanged for like pallets.
9. If distributor requests the state-designated warehouse to have products palletized in a special configuration, the warehouse will charge the distributor directly for the cost of repalletizing product. If the SFA requests a special configuration of palletizing, the SFA may be charged for repalletizing.
- H. If product is in storage at the distributor greater than 30 days beyond the end of the assigned distribution month, the SFA must accept the product or find another eligible SFA served by the distributor to accept the product. After 30 days storage beyond the end of the assigned distribution month, the distributor must contact the SFA to determine delivery destination of the product.
- I. Abide by the following storage and distribution requirements:
 1. At all times, the distributor facilities, including all storage areas, and transportation equipment shall be in compliance with the United States Food, Drug and Cosmetic Act and their State's Department of Agriculture food inspection laws.
 2. At all times, food must be stored at appropriate temperatures and rotated using inventory management best practices, such as First-in, First-out procedures.
 3. The distributor shall not store agricultural items, chemical products, or products that may be harmful to the quality of the USDA Foods anywhere near these USDA Foods.

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4. The distributor will segregate all USDA Foods inventory from commercial inventory.
5. The distributor will assign an individual SKU to all USDA Foods products.
6. The distributor will include USDA Foods items on order guides for the SFA.
7. Substitution for a USDA Foods product with a commercial equivalent product (equal in grade and quality) is only allowable with prior approval from the SFA.

J. Have the following capabilities to:

1. receive and accommodate information from the DPI through computer software/hardware that is Internet accessible.
2. receive multiple electronic files.
3. have a system in place to allocate USDA Foods by customer.
4. have the capability to number and track the allocation of USDA Foods delivered within the duration of the contract with the SFA.
5. provide, upon request by the SFA or DPI, an over, short and damage report.

K. Comply with food alert procedures including:

1. Follow procedures established by the DPI in compliance with USDA Foods Recall Procedures and [Wisconsin USDA Foods Recall Procedures](#). The SFA shall notify the distributor within 24 hours, or by the end of the next business day, of any USDA Foods holds or recall notifications.
2. Any product involved in a USDA Foods Recall will not be distributed or disposed of without prior DPI approval.
3. In the event of a USDA Foods recall, payment terms shall be established between the DPI and all parties involved.

L. Provide proof of adequate (sufficient to cover the highest inventory month) insurance or bond for coverage of loss of USDA Foods. The distributor shall reconcile any overage, shortage, and damaged USDA Foods product with the SFA at time of delivery. Replacement by the distributor of USDA Foods can be made with:

(SFA to place check in SFA-preferred replacement method)

- equal or better commercial product (grade and quality)
- payment for the full USDA Foods value, including any storage and handling fees that the SFA has paid to the State and any processing fees.

M. Allow representatives of the SFA, DPI, USDA, Office of the Inspector General, and the General Accounting Office to inspect or audit during distributor's normal working hours. At a minimum, the right of review and audit shall include:

1. USDA Foods in the possession of the distributor.
2. The facilities used in handling, storing, and transporting USDA Foods.
3. Procedures used by the distributor in carrying out the requirements of the Contract.

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4. Recordkeeping required by this Contract.
5. When requested, the distributor shall furnish representatives with samples of USDA Foods product.
- N. Conduct a year-end physical inventory and reconciliation at the distributor's storage facility jointly with the SFA, or at a minimum the distributor will conduct a year-end physical inventory and reconcile any discrepancies found between the distributor-conducted physical inventory and the SFA's records.
- O. Fulfill the contract with the SFA at the originally negotiated price and contract terms, if SFA contracts with a Food Service Management Company (FSMC) or Food Vendor for their meal service and the SFA later terminates the contract with the FSMC or Food Vendor.
- P. In accordance with Federal civil rights and law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, include the required Nondiscrimination Statement in all applicable contracts.
- Q. Comply with 2 CFR Part 200.214, which states contractors are subject to the non procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as [2 CFR part 180](#). The regulations in [2 CFR part 180](#) restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards. By signing the certification statement on the form, contractor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for department, debarred, or suspended by a federal agency.

IV. AGREEMENT TERMINATION

The SFA may terminate this agreement immediately at the option of the SFA for noncompliance of the Agreement or if any right in favor of the SFA is threatened or jeopardized by the distributor. Disposition of the USDA Foods inventory with the distributor or payment of value thereof shall include the full value of the USDA Foods. Full value includes any processing fees and costs paid to the State. If the SFA terminates the agreement without cause, the SFA bears the cost of transferring/removal of all remaining USDA Foods from the distributor. If the SFA terminates the contract with cause, or if the distributor terminates the contract without cause, the distributor bears the cost of transferring or removing all remaining USDA Foods.

Assurance of Civil Rights Compliance

The SFA and contractor hereby agrees that it will comply with:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
2. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
4. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
5. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
6. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
7. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
8. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);

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9. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
10. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal contract, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and contracts made in this assurance.

By incorporating this assurance into this Contract, the SFA and contractor agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA and contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

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To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online

at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

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SFA to complete:

V. GENERAL REQUIREMENTS

Kenosha Unified requests proposals for the distribution of USDA Foods, allocated through the SFA's participation in the National School Lunch and USDA Foods Distribution Programs, for school year 2026-2027 beginning on July 1, (2026) and ending June 30, (2027) with up to four (4) 1-year renewals.

Commercial distributor must meet a 250 case minimum estimated monthly pick-up total by state-designated warehouse pick-up location. Therefore, awarded agreement resulting from this procurement is contingent upon meeting this minimum 250 case requirement.

A. Categories of USDA Foods

USDA Foods:

All meat products, egg products, fruits, and vegetables (frozen, dried, and canned)

Dairy (cheese and nonfat dry milk), peanut butter and nuts, oils, grain products such as flour, rolled oats and cornmeal

This agreement includes re-processed USDA Foods?

X No Yes

B. USDA Foods Usage Profile

USDA Foods Type	Estimated Annual Cases
Dry	5500
Frozen/Refrigerated	5500

C. Pricing Method

The required method is fixed fee per case.

D. Pricing Terms

Upon delivery of USDA Foods covered in this agreement, the distributor must provide an invoice, itemizing the negotiated fee for service. Any substitution of product due to distributor error will be negotiated on the invoice and billed at the negotiated USDA Foods fee for service.

Additional negotiated costs/credits to be invoiced on a monthly basis.

Are these proposed prices contingent upon a concurrent prime vendor contract with the SFA?

No x Yes

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If YES proposed price is contingent upon a concurrent prime vendor contract with the SFA, please indicate the fixed fee per case if commercial distributor is NOT awarded the prime vendor contract:

E. Delivery Type: [tailgate (to the end of the truck), in-house (in the door), or full-service]

(SFA to indicate below desired delivery type)

The following type of delivery type is required: full-service

F. Delivery Location(s)

Delivery is required at the following locations: See below under additional requirements

G. Delivery Frequency (weekly, bi-monthly, monthly)

The following delivery frequency is required: See below under additional requirements

H. Payment Terms – see below under additional requirements

SFA will pay within 30 days from receipt of the weekly/monthly invoice/statement, for delivered products only.

Additional Requirements

Delivery locations, Delivery frequency and payment terms will be aligned to the prime vendor contract.

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Distributor to complete:

VI. SPECIFIC AGREEMENT REQUIREMENTS

A. Delivery Fees

1. USDA Foods Dry Delivery Fee \$ _____ per case
2. USDA Foods Frozen/Refrigerated Delivery Fee \$ _____ per case

B. Extended Storage

1. Additional Monthly Storage Available: _____ No _____ Yes

If yes, how long? _____

Fee? _____ per case

2. Additional Summer Storage Available: _____ No _____ Yes

(June through August)

Fee? _____ per case

C. Delivery Drop Size

Minimum delivery requirements per drop (including both commercial and USDA Foods):

_____ No _____ Yes

If yes: # cases _____

D. Delivery Discounts

Drop size discount: _____ No _____ Yes

If yes describe:

E. Additional Requirements

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DISTRIBUTOR TO COMPLETE:

FIRM NAME _____

FIRM ADDRESS _____

SIGNATURE _____

(Of official authorized to sign on behalf of company)

PRINTED NAME _____

TITLE _____

DATE _____

CONTACT NAME _____

PHONE NUMBER _____

E-MAIL _____

SCHOOL FOOD AUTHORITY TO COMPLETE:

SIGNATURE _____

(Of authorized representative)

TITLE _____

DATE _____

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ATTACHMENT A

All USDA Foods covered through this agreement will be received and initially stored at one of the two state-contracted warehouse facilities.

The following are the two state-contracted warehouse facilities:

Northern Region:

Central Storage & Warehouse – Eau Claire

2650 Fortune Drive

Eau Claire, WI 54703

Contact: Deb Kressin

Phone: 715-874-2951

Southern Region:

Central Storage & Warehouse - Madison

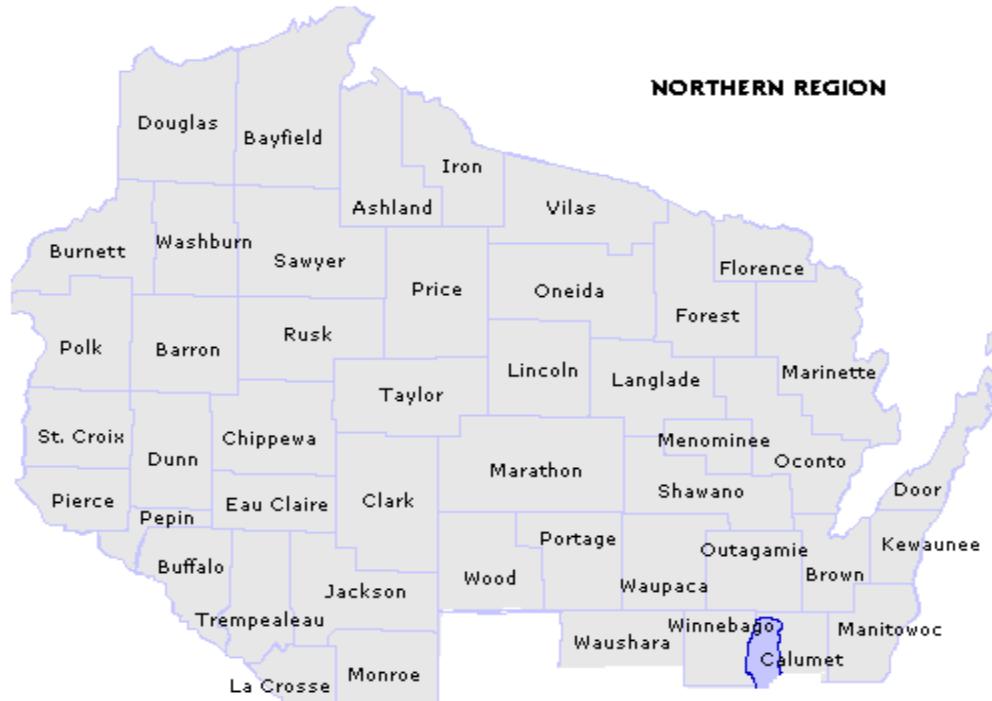
4309 Cottage Grove Road

Madison, WI 53716

Contact: Dan Fritsch, General Manager

Phone: 608-221-7611

For each SFA that has selected a commercial distributor for delivery of the USDA Foods covered through this agreement, the State will designate a warehouse pick-up location. The State is divided into two regions, the Northern Region and the Southern Region, as indicated on the below map. Each region of the State contains one state-contracted warehouse facility that services all SFAs located in that region. Since the two regions are designated in the state warehouse contract, the designated warehouse pick-up locations **cannot** be modified.



ATTACHMENT B**SUSPENSION AND DEBARMENT CERTIFICATION****Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -
Lower-Tier Transaction**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in the *Federal Register* (pages 51865-51880). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signatures

Date

NSTRUCTIONS FOR SUSPENSION DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the previous page in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower-tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that he or she will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower-Tier Covered Transactions,” without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Request For Proposal Checklist

Below is a list of important requirement and terms of RFP. To be sure your organization is committed, able to provide the required services, and have all information required for the Proposal, please respond by checking YES or NO in the appropriate column under each category. Documents in Categories A, and B must be part of the Proposal, while topics listed in Category C are to be addressed in a narrative that is no longer than ten (10) pages.

Category A: KUSD forms will be completed and signed by Distributor's authorized representative, dated, and submitted in this order for a completed Proposal.

		YES	NO
1. Terms and Conditions of Acceptance	Attachment A	<input type="checkbox"/>	<input type="checkbox"/>
2. Proposal Certification and Contract Award	Attachment B	<input type="checkbox"/>	<input type="checkbox"/>
3. Request For Proposal Summary	Attachment C	<input type="checkbox"/>	<input type="checkbox"/>
4. Excel Spreadsheet for Prices including electronic medium	Attachment D	<input type="checkbox"/>	<input type="checkbox"/>
5. Certification of Independence and No Conflict of Interest	Attachment E	<input type="checkbox"/>	<input type="checkbox"/>
6. Certification for Contracts, Grants, Loans, Cooperative Agreements, and Lobbying	Attachment F	<input type="checkbox"/>	<input type="checkbox"/>
7. Certification for Debarment, Suspension, Ineligibility, and Voluntary Exclusion	Attachment G	<input type="checkbox"/>	<input type="checkbox"/>
8. Distributor Information	Attachment H	<input type="checkbox"/>	<input type="checkbox"/>
9. Certification Statement Regarding Buy American	Attachment I	<input type="checkbox"/>	<input type="checkbox"/>
10. Certification Statement Regarding Food Laws	Attachment J	<input type="checkbox"/>	<input type="checkbox"/>
11. House Brand and Grade Identification Chart	Attachment K	<input type="checkbox"/>	<input type="checkbox"/>
12. Distributor Submittal Form for Incorrect Product Code, Specification, or Pack Size, if required	Attachment L	<input type="checkbox"/>	<input type="checkbox"/>

Category B: Documentation required on Distributor's letterhead, signed by Distributor's authorized representative, and dated in the following order.

		YES	NO
13. Distributor's Code of Ethics		<input type="checkbox"/>	<input type="checkbox"/>
14. Explain current purchasing procedures		<input type="checkbox"/>	<input type="checkbox"/>
15. Statement of certificates of insurance from issuing company or authorized agent		<input type="checkbox"/>	<input type="checkbox"/>
16. List of three (3) references		<input type="checkbox"/>	<input type="checkbox"/>
17. List of all products for 2026-2027 contract year		<input type="checkbox"/>	<input type="checkbox"/>
a. with firm prices including dates		<input type="checkbox"/>	<input type="checkbox"/>
b. cannot be provided by Distributor		<input type="checkbox"/>	<input type="checkbox"/>
c. normally special orders including lead times		<input type="checkbox"/>	<input type="checkbox"/>
d. not normally stocked at Distributor's warehouse that services Districts		<input type="checkbox"/>	<input type="checkbox"/>
e. Distributor processed products		<input type="checkbox"/>	<input type="checkbox"/>
18. Schedule for up-dating prices		<input type="checkbox"/>	<input type="checkbox"/>

Category C: Narratives: Distributor will summary, discuss, and clarify information requested by KUSD in the RFP.

	YES	NO
21. Explain litigation, arbitration, mediation, administrative proceedings, etc.	<input type="checkbox"/>	<input type="checkbox"/>
22. Explain volume discounts or allowances	<input type="checkbox"/>	<input type="checkbox"/>
23. Explain how handling fee(s) were determined	<input type="checkbox"/>	<input type="checkbox"/>
24. Explain prompt payment allowances	<input type="checkbox"/>	<input type="checkbox"/>
25. Explain delivery fees including base fuel cost	<input type="checkbox"/>	<input type="checkbox"/>
26. Describe how nutrition information will be maintained	<input type="checkbox"/>	<input type="checkbox"/>
27. Describe how MSDS will be maintained	<input type="checkbox"/>	<input type="checkbox"/>
28. Describe Distributor's expectations on how KUSD will order	<input type="checkbox"/>	<input type="checkbox"/>
29. Describe ancillary services offered	<input type="checkbox"/>	<input type="checkbox"/>
30. Describe computer interface and support	<input type="checkbox"/>	<input type="checkbox"/>
31. Describe communication methods used to provide information to KUSD	<input type="checkbox"/>	<input type="checkbox"/>

Category D: Additional requirements or assurances that are part of the award process and final Contract.

	YES	NO
1. Provide all products and services to KUSD for duration on Contract	<input type="checkbox"/>	<input type="checkbox"/>
2. Provide only preferred brands as noted	<input type="checkbox"/>	<input type="checkbox"/>
3. Acknowledgement of all addenda	<input type="checkbox"/>	<input type="checkbox"/>
4. Supply samples as required	<input type="checkbox"/>	<input type="checkbox"/>
5. Retain official manufacturer confirmation letter for audit(s)	<input type="checkbox"/>	<input type="checkbox"/>
6. Provide Food Specification Manual (Product Data Sheets) and electronic version by August 15	<input type="checkbox"/>	<input type="checkbox"/>
7. Provide Material Safety Data Sheets (MSDS) and electronic version by August 15	<input type="checkbox"/>	<input type="checkbox"/>
8. Order guides in the same order as RFP	<input type="checkbox"/>	<input type="checkbox"/>
9. Maintain an electronic current master product list including new products and special orders	<input type="checkbox"/>	<input type="checkbox"/>
10. Delivery drivers will remain constant for each site	<input type="checkbox"/>	<input type="checkbox"/>
11. Delivery times will be consistent and agreed upon with KUSD.	<input type="checkbox"/>	<input type="checkbox"/>
12. Delivery personnel will deliver product to space: cooler, freezer, or storeroom.	<input type="checkbox"/>	<input type="checkbox"/>
13. Monthly prices changes will be submitted to KUSD by 25 TH of month for increase to take effect on 1 ST of following month	<input type="checkbox"/>	<input type="checkbox"/>
14. An account representative will visit KUSD as requested	<input type="checkbox"/>	<input type="checkbox"/>
15. Audit information will be available when requested	<input type="checkbox"/>	<input type="checkbox"/>
16. All records regarding KUSD purchases will be available for at least 3 years from end of Contract and after all other pending matters are closed.	<input type="checkbox"/>	<input type="checkbox"/>

Category E: Optional information that Distributor wants to share with KUSD. Information will not be used for the evaluation of Proposal. Place in a separate sealed envelope.

	YES	NO
1. Value Added Options and Services	<input type="checkbox"/>	<input type="checkbox"/>
2. Other information	<input type="checkbox"/>	<input type="checkbox"/>