



**KENOSHA UNIFIED SCHOOL DISTRICT
REQUEST FOR PROPOSAL
(THIS IS NOT AN ORDER)**

Date: January 22, 2026

RFP Number: #5390 – FOOD SERVICE DISPOSABLES

Date Due: Monday, February 23, 2026 at 10:15AM

VENDOR SIGN AND RETURN ONE ORIGINAL, ONE PAPER COPY AND ONE ELECTRONIC COPY

INDIVIDUAL SIGNING THIS SECTION ACKNOWLEDGES THAT THEY HAVE READ THE KENOSHA UNIFIED SCHOOL DISTRICT REQUEST FOR PROPOSAL **#5390 – FOOD SERVICE DISPOSABLES** AND CERTIFIES THAT THE NAMED ORGANIZATION AGREES TO AND IS ABLE TO MEET THE REQUIREMENTS AS LISTED IN THIS RFP. INDIVIDUAL SIGNING THIS RFP ALSO CERTIFIES THAT INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

THE UNDERSIGNED AGREES TO FURNISH THE SERVICES DESCRIBED AT THE NET PRICE QUOTED SUBJECT TO THE STATED CONDITIONS

GENERAL CONDITIONS

1. Quote all prices less any applicable Federal Excise or State Sales Taxes.
2. Quote all prices F.O.B. destination in Kenosha
3. Unit prices will govern if price extensions are in error.
4. KUSD reserves the right to select the unit considered most suitable for its use and to award items individually, in combination, or not at all.
5. Quoted prices to remain firm for 60 days.

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

EMAIL ADDRESS: _____

DATE: _____



262-359-6300



www.kusd.edu



3600 52nd St., Kenosha, WI 53144

“NO-BID” Response Form

This form is designed to assist the bidder in providing information necessary to confirm a “No-Bid” response. To remain potentially involved in future opportunities, the bidder should state the reasons for declining such an invitation. Please submit to the KUSD Purchasing Department after completion and required signature.

RFP Number: **#5390 – FOOD SERVICE DISPOSABLES**

Company Name: _____

Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Please Note:

A no-bid response is a critical factor in remaining on the bidders list, and thus ensures future business opportunities. In addition, a no-bid response demonstrates that, while you are not submitting a bid or you are not interested in bidding for a particular project, you are still interested in competing for future opportunities and want to stay on the prospective bidders list. We, the undersigned have declined to submit a bid for the following reason(s):

- Specifications are too rigid (explain below.)
- Unable to meet deadline for responding to above RFP number
- We do not offer this product or service or are unable to meet specifications (explain below.)
- Our schedule would not permit us to perform
- Unable to meet Bond and/or Insurance requirement(s).
- Specifications unclear (explain below.)
- Please remove us from your “Bidders List”.
- Other (explain below.)

COMMENTS:

I certify that the above information is true and correct, and that no other data, fact or consideration offered or given has influenced this response.

Submitted By: _____

Name (Printed)

Title/Department

Signature

Date

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PURPOSE

The purpose of this Request for Proposal (RFP) issued by the Kenosha Unified School District (the District), is to acquire proposals from qualified Vendors **for the purchase of FOOD SERVICE DISPOSABLES** delivered to ten locations in quantities as required for KUSD for the entire school year of July 1, 2026 through June 30, 2027 **(starting date subject to change)**.

You must supply samples of the items listed on the specification sheet by, February 23, 2026 at 10:00AM. Please deliver to the ESC Building to the following:

Attn: Emily Riedler/Food Services
Kenosha Unified School District
3600 52nd Street
Kenosha, WI 53144-2697

The District will negotiate and administer the contract or agreement on behalf of all schools and departments of KUSD and will make any payments due under such an agreement or contract.

The requirements, provisions, and terms and conditions included in the RFP document will apply to any contract or agreement awarded as a result of this RFP and is the terms and conditions upon which the District will base negotiations. The Request for Proposal does not guarantee a purchase will be made.

SCOPE OF WORK

- a. Quantity of Units is an estimated usage. If the quantity of units for each item is not met. Kenosha Unified School District will not be held accountable for purchasing those items. Please see attachment for the RFP specifications.

- b. Samples to be provided for items listed on the RFP specification sheet.

BACKGROUND

The Kenosha Unified School District is the third largest school district in the state, employing over 4,000 individuals and educating approximately 19,000 students. It is located in Kenosha County, Wisconsin and serves the City of Kenosha, Village of Pleasant Prairie, and the Town and Village of Somers. The District contains 32 schools including 17 elementary schools, 4 middle schools, 3 high schools, and 8 choice/specialty schools.

GENERAL TERMS AND CONDITIONS

1. General conditions printed on prior page(s) will apply.

2. The Kenosha Unified School District (KUSD) reserves the right to accept or reject any or all bids/proposals, to waive any informality or technicality in any bid/proposal submitted, and to accept any part of a bid/proposal deemed to be in the best interest of KUSD. KUSD reserves the right to negotiate with any company after the bid opening has occurred. The Request for Proposal does not guarantee a purchase will be made.

3. Service start date will be at the request of KUSD.
4. Written responses must be submitted in a sealed envelope marked “**RFP #5390 – FOOD SERVICE DISPOSABLES.**” They are to be returned to Kenosha Unified School District, 3600-52nd Street, Kenosha, Wisconsin 53144, Purchasing Department, no later than **Monday, February 23, 2026 at 10:00AM**. Please include the entire bid package as your response, including the signed cover sheet and your companies W9, with an authorized signature. Responses received without the signature of a bidder’s authorized agent on the cover sheet will be considered a non-responsive offer and will not be considered. Send one original, one copy, and one electronic copy (USB flash drive) of your RFP response in the sealed envelope. It is the responsibility of the bidder to ensure that proposals arrive to the specified location by the deadline for proposal submission. Late proposals may be accepted if it can be ascertained beyond a reasonable doubt that the circumstances, which caused the proposal to be late, were beyond the bidder’s control and that the proposal was submitted without prior knowledge of the contents of competing proposals. The acceptance of late proposals will be at the discretionary authority of the Purchasing Agent.
5. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the delivery of services as required by the solicitation. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the bidder.
6. The opening will take place at the Educational Support Center, 3600 – 52nd St, Kenosha, in **Room 180 on Monday, February 23, 2026 at 10:00AM** where they will then be publicly opened. Bidders, or their authorized agents, are invited to be present for the opening; however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt. If you would like attend the opening, please notify Corki Roth at (262) 359-6338 or croth@kUSD.edu.
7. All proposals must be signed to be valid.
8. All proposals must include your companies W9, with an authorized signature.
9. Verbal commitments will NOT be honored.
10. Facsimile or email proposal responses will NOT be accepted.
11. State the terms and conditions of services being quoted. Indicate limitations and liabilities associated with the services and time frame for completion.
12. Bidders must make best efforts to ensure their product/services will not have a negative impact on the environment. Additionally, the awardee of this Request for Proposal will in part be selected based on the bidders’ ability to meet all Federal and State environmental standards.
13. No item may be canceled, no price changed, once the proposal is received in our office. Orders resulting from this proposal will be considered binding.

14. Awarded vendors will be contacted by letter and will receive a subsequent purchase order.
15. The quantity of materials on the actual purchase order may vary (quantity could be greater than or less than quantity listed on the attached spreadsheet) depending on the District's estimated student enrollment.
16. Invoicing must be done through the United States Postal Service or emailed to acctspay@kbsd.edu.
17. Unless otherwise noted, the District is exempt from all and shall not pay or reimburse the successful bidder with respect to any local, state and federal taxes.

I. Contract Agreement

- a. The District may elect to award more than one contract or select multiple vendors as a result of this RFP process.
- b. Acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract.
- c. The General Terms and Conditions, the bidder's Proposal, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the successful bidder.
- d. Vendor will be given the option to renew for one additional year pending revision of prices and satisfactory service to Kenosha Unified School District.
- e. **Indemnification**

The successful bidder(s) shall assume the entire responsibility and liability to indemnify the Kenosha Unified School District, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this Agreement. The successful bidder obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the successful bidder, its officers, employees, subcontractors, and others affiliated with the successful bidder, arising out of or in any way connected or associated with any work and/or activities performed by the bidder pursuant to the provisions of this Agreement, except for and only to the

extent caused by the negligence of the District. The successful bidder expressly assumes full responsibility for any and all damages to the District property arising out of or in any way connected or associated with any work and/or activities performed by the successful bidder pursuant to the provisions of this proposal including, but not limited to, the activities of the bidder, its officers, employees, subcontractors, and others affiliated with the bidder.

The successful bidder shall ensure that its activities on the District premises will be performed and supervised by adequately trained and qualified personnel and the bidder will observe, and cause its officers, employees, subcontractors and others affiliated with the bidder to observe all applicable safety rules.

f. Employees and Sub-contractors

- i. The bidder shall not assign, transfer, convey, sublet or otherwise dispose of this contract/agreement, including any or all of its right, title or interest therein, or its power to execute such contract/agreement to any person, company or corporation without prior written consent of the District.
- ii. All employees of the bidder shall be considered to be, at all times, employees of the bidder under its sole direction and not an employee or agent of the District. Where required, employees shall be licensed and accredited. The District may require the successful bidder to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the successful bidder shall be permitted to use these substances when performing work on District property.
- iii. The successful bidder(s) shall certify that all employees employed in support of this contract/agreement who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of a felony, any offense involving the sexual molestation, physical or sexual abuse of a child, or a crime of moral turpitude.
- iv. The names of all subcontractors known, or contemplated, shall be listed. The District reserves the right to approve all subcontracts.

g. Buy American

Schools 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 produced in the U.S. and a food product processed in the U.S. substantially (at least 51 percent) using agricultural commodities which are produced in the U.S. (7CFR210.21(d), 220.16(d)). Selected Contractor shall notify SFA in advance of delivery of any product not compliant with this requirement. Product(s) delivered to the SFA which are not compliant with this requirement will be returned and invoice(s) for those items will not be paid.

Not Debarred, Suspended, Proposed for Debarment, Declared Ineligible, or Voluntary Excluded. If the negotiated contract exceeds \$25,000, 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.

h. Termination or Cancellation

- i. In order to protect the vested interests of the District, and to ensure the efficient utilization of funds, the successful bidder shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and the Scope of Services. With respect to these obligations, the District will report any non-compliance issues to the successful bidder for corrective action. Continues non-compliance by the successful bidder shall be the District's justification for placing the bidder's contract/agreement on probation status or termination.
- ii. In the event that the successful bidder defaults on its contract/agreement or the contract/agreement is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next choice bidder or from other sources during the remaining term of the terminated/defaulted contract/agreement.
- iii. In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree in a settlement may be subject to arbitration
- iv. With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract/agreement may be terminated on an agreed date before the end of the contract without penalties to either party.
- v. Either party may terminate the contract/agreement because of the failure of the other party to carry out the provisions of the contract/agreement. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract/agreement may be terminated.
- vi. In the event of the filling of a Petition in Bankruptcy by or against the successful bidder, the District shall have the right to terminate the contract/agreement by providing 15 days' notice of its intentions to terminate.
- vii. If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract/agreement without penalty by giving not less than 20 days written notice documenting the lack of funding.

i. Disclosure of Information:

The laws of Wisconsin dictate that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a bidder as public information. Bidders are advised that the District does not wish to receive confidential or proprietary information and bidders are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Bid as confidential will be deemed non-responsive and disqualify the bidder's proposal.

j. Examination and disposition of information

Bidder agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the bidder relating to the orders, invoices, or payment of this contract/agreement.

All Bids become the property of the District and will not be returned to the bidder at the conclusion of the selection process; the contents of all Bids will be in the public domain and be open to inspection by interested parties

II. Conflicts of Interest

- a. It shall be understood and agreed that submitted bid proposals are offered independently of any other proposals
- b. Wisconsin Statue 19.59 prohibits a person serving in a public capacity from obtaining anything of value that could reasonably be expected to influence the person's vote, official actions of judgment, or could reasonably be considered as a reward for any official action of inaction on the part of the individual.

III. Economic Adjustments

Pricing shall be firm for the life of the contract or agreement. There is no limitation on the amount of price decreases that may be made under this clause.

IV. Incurring Costs

Kenosha Unified School District is not liable for any costs incurred in replying to this RFP.

V. Method of Bid

Bids written in pencil will be rejected. Erasures or corrections of mistakes on Request for Proposal must be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Submitted bids must include the pricing, signature page, and acknowledgement of addenda **if any**. A legally authorized representative of the bidder will sign the Certification of Bidder signature page in ink.

Any information held to be proprietary by a bidder must be plainly marked as such and may not include pricing.

If the bidder cannot meet a requirement the term "No Bid" must be entered for that item. An alternative equivalent service can be proposed in the form of an attachment labeled "Alternate".

VI. References

A minimum of three (3) references from other governmental or school district customers must accompany the bid. The "Reference Data Sheet" should be returned with the bid. Additional references may be contacted that are known to the District but not provided by the bidder.

VII. Number of Bids Required

Unless otherwise specified, one (1) original, one (1) paper copy and one (1) electronic copy of the entire bid. **Please include a USB flash drive** as the electronic copy containing all bid documents in the sealed bid envelope. This is a sealed bid; emailed bids CANNOT be accepted.

VIII. Addressing of Bids

The bid shall be submitted in a sealed envelope marked with the bidder's return address and must be addressed to:

PURCHASING DEPARTMENT
KENOSHA UNIFIED SCHOOL DISTRICT
3600 52nd Street
Kenosha, WI 53144

The following remarks must be noted on the RFP Packaging:

RFP #5390 – FOOD SERVICE DISPOSABLES
Due: Monday, February 23, 2026, 10:00AM

IX. Calendar of Events

Issuance Date	1/22/2026
Inquiries Deadline	2/9/2026
Due Date	2/23/2026

Sealed bids will be accepted by the Kenosha Unified School District's Purchasing Department until **Monday, February 23, 2026, 10:00AM**

The opening will take place at the Educational Support Center, 3600 – 52nd St, Kenosha, where they will then be publicly opened and read aloud. Bidders or their authorized agents are invited to be present for the opening;

however, no decisions or evaluation will take place – only an acknowledgement of qualifying receipt. If you would like attend the opening, please notify Corki Roth at (262) 359-6338 or croth@kusd.edu.

Late bids and bids received via facsimile will not be accepted and shall remain unopened.

X. Addenda

If it becomes necessary to revise any part of this RFP or otherwise provide additional information, an addendum will be issued by Kenosha Unified School District's Purchasing Department and furnished to all individuals who have received copies of the original RFP. Bidders are required to acknowledge receipt of all addenda by listing such addenda on the Certification of Bidder Signature Page.

XI. Withdrawal of Bids

Bids may be withdrawn by written or facsimile request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be retained in the RFP file but remain unopened.

XII. Amendments to Bids

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify Kenosha Unified School District's Purchasing Department in writing of a material mistake in the bid. Failure of bidder to notify Kenosha Unified School District's Purchasing Department in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto, or requests for withdrawal of bid received by Kenosha Unified School District's Purchasing Department after time specified for opening will not be considered.

XIII. Questions

Bidders with doubt as to the true meaning of any requirements or specifications included in this RFP must submit a written request for clarification to the District personnel listed below:

Corki Roth– Purchasing
3600-52nd Street
Kenosha WI 53144
Phone 262-359-6338
Email croth@kusd.edu

The Purchasing Agent of the District will work with authorized agents of the District to respond to all inquiries and will render an official response to the question in writing to all bidders. All bidder questions and answers will be publically posted to the district's Purchasing Department website.

BIDDER QUALIFICATIONS

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this request, as well as a detailed outline on how your company will address the needs of the District.

Contact Information

Please complete these sections below to indicate the structure of your organization and its ability to conduct business in the State of Wisconsin.

RFP Contact: _____

RFP Contact Email: _____

Title: _____

Name of Firm: _____

Check One:

Corporation

Partnership

Individual

Joint Venture

Other

Address: _____

Phone: _____

Fax: _____

Years in business: _____

Years the organization has been under its present name: _____

Former names used by your organization: _____

Corporation information:

Date of incorporation: _____

State of incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

Individuals / Partnerships:

Date of organization: _____

Names and Addresses of all individuals and partners:

Qualified States & Business:

Is your company qualified to do business in Wisconsin? _____

List the states in which partnership or trade name is filed:

REFERENCE DATA SHEET***(TO BE COMPLETED AND SUBMITTED WITH BID)***

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of all participating government agencies.

Indicate the length of time you have been in business as a company providing the type of service required for this contract. _____ years _____ Months

Provide a minimum of three (3) references that may substantiate past work performance and experience in the type of work required for this contract.

1. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

2. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

3. Company: _____

Address: _____

Contact: _____

Phone: _____

E-mail: _____

EXCEPTIONS

List and detail any/all exceptions with the scope of services as presented or omissions you feel need to be addressed.