



REQUEST FOR PROPOSALS

2026-2027, Market Basket Vendor Bid
Maize USD 266 Food Service

SECTION 1

INSTRUCTIONS TO BIDDERS

- 1.1 The purpose of this solicitation is to seek bids to enter into a one-year “cost plus a fixed fee per case” vendor agreement whereby USD 266 agrees to purchase 80% of food and supplies (excluding milk, dishwashing chemicals, equipment) from one vendor with the option to renew annually for four additional years.
- 1.2 Sealed proposals must be submitted no later than Monday, June 1, 2026 at 10:00 am via one of the following options:
 - a. Hand delivered to the Educational Outreach Center, Re: Sealed Proposal, Food Service, Megan Barnard, 201 S. Park Ave, Maize KS 67101. This building is open to the public Monday through Friday 7:30am to 3:30pm. It will be closed on Monday May 25, 2026 for Memorial Day.
 - i. Submission must include:
 1. USB flash drive containing at minimum:
 - a. Market Basket Worksheet as outlined in 6.1
 - b. Nutrition Labels as required in 6.1
 - c. Child Nutrition or Product Formation Statement as outlined in 6.1.
 2. Completed copies of these documents (with signature if applicable)
 - a. Vendor Summary
 - i. HACCP Compliance Statement attachment
 - b. Attestation Statement for Buy American Provision
 - c. Anti-Lobbying Amendment
 - d. Debarment and Suspensions
 - e. Exhibit G – Contractual Provisions Attachment
 - f. Bidder Checklist
 3. Digital submission via this [digital submission link](#).
 - ii. Google forms will automatically datemarked and time stamp the submissions. The submissions will not be accessed until bid opening on June 1, 2026 at 10:00am.
 - b. A combination of both submission methods may be used. Maize USD 266 Food Service is not liable for missing documents caused by multiple submissions or submission methods.

1.3 Bids will be accepted with an individual case price for each item specified item on the [Market Basket Worksheet](#) using “cost plus a fixed fee per case” which is defined as:

Invoice cost of merchandise
+ Freight in (if not included in the invoiced cost)
= Actual Cost*

Actual Cost
+ Fixed fee cost per unit
= Final cost to the SFA+

*Actual cost of merchandise is based on the Vendor’s invoice from the manufacturer or seller.

+There shall be no storage charges for any items stocked by the Vendor. Vendor must state whether the cost invoiced to SFAs will include the fixed fee cost per unit or actual cost.

1.4 If clarification of the specifications/instructions is required, vendors must send the question in writing to FoodService@usd266.com the SFA will clarify and answer in writing only. Questions and answers will be posted publicly online [here](#). If the SFA issues any changes to this Request for Proposals (RFP), acknowledgement of receipt of such changes must be made to the SFA in writing, signed by an individual authorized to legally bind the bidder, and included in the bidder’s bid package. If changes to the RFP are not acknowledged, the SFA retains the right to reject the bid as non-responsive. No addenda will be issued within 5 working days of the time and date set for the bid opening. Should the SFA determine that clarification of the specifications/instructions is necessary within 5 working days of the time and date set for the bid opening, the time and date set for the bid opening will be delayed to allow issuing an addendum.

1.5 Hereinafter, school food authority (SFA) shall refer to Maize USD 266 Food Service.

1.6 Hereinafter, vendor shall refer to the Vendor awarded the Contract.

1.7 This is a negotiated procurement utilizing the market basket method. Bid award will be given to the company submitting the best responsive bid satisfying the requirements of USD 266 Food Service. Please see the included scorecard.

1.8 Upon deliberation, review of the scorecard, the most responsive and responsible bidder with the lowest price will be recommended to the Maize USD 266 Board of Education. The Board of Education will vote to accept or deny the bid award at the Board Meeting on Monday, June 8, 2026. The bid award will be communicated to all bidders on Tuesday, June 9, 2026 in writing.

1.9 The subject matter of this RFP is subject to legislative changes either by the federal or state government. If any such changes occur prior to contract award, then all bidders will have

the opportunity to modify their bids to reflect such changes. If any such changes occur after a contract award has been made, then the SFA (i) reserves the right to negotiate modifications to the Contract reflecting such legislative changes; and (ii) shall have no obligation to provide unsuccessful bidders with the opportunity to modify their bids to reflect such legislative changes.

SECTION 2 GENERAL CONDITIONS

- 2.1 Proposals shall be submitted on the forms provided with the included specifications as outlined in 1.2. All certifications contained herein must be signed and submitted with the bid.
- 2.2 Proposals submitted after the date and time specified will not be considered and will be returned, unopened to the appropriate bidder. Postmarks or dating of documents will be given no consideration in the case of late bids.
 - a. Incomplete submissions will be notified upon opening on June 1, 2026. Vendors are responsible for ensuring all documents are provided via the submission methods. Maize USD 266 is not liable for missing documents or documents uploaded after the deadline.
- 2.3 The SFA retains the right to reject any or all proposals, when there are sound documented reasons to do so.
- 2.4 The fixed fee cost per unit established with the initial proposal may not change during the first year of the contract. The fee in the following years is negotiable based on information in Section 8.
- 2.5 The SFA will provide no relief for errors or omissions in the bid submitted in response to this document.
- 2.6 No deviations or exceptions from the specifications and conditions outlined in this document will be accepted. Changes in or additions to this RFP or any other modifications of the proposal forms which are not specifically called for in these solicitation documents will result in the SFA's rejection of the proposal as not being responsive. No oral, written, or telephonic modifications of any proposal submitted will be considered.
- 2.7 Submission of a response to this document indicates the bidder is informed of specifications and conditions contained herein.
- 2.8 No gratuity is allowed in connection with this proposal, including but not limited to gifts, scholarships, gift cards, catering, catering account, event tickets, grants, kickbacks, etc.
- 2.9 The SFA reserves the right to investigate each bidder's ability to fulfill terms.
- 2.10 All proposals shall remain valid and subject to acceptance for a period of ninety (90) days after the bid opening date. Award of the Contract shall be made to the lowest

responsive, responsible bidder as determined by the SFA, based on the criteria and specifications outlined in the RFP and further set forth in the Contract.

- 2.11 Proposal prices must be listed on the [Market Basket Worksheet](#).
 - a. For the purpose of the “Grand Total for the Market Basket items” found on the “Proposal Checklist” on page 26, if a bidder fails to provide a price for an item and no alternate item is offered, the SFA will, for evaluation purposes only, apply the highest price received from all other bidders for that item to calculate the “Grand Total for Market Basket items.”
- 2.12 Protest on a proposal must be filed in writing with the Director of Food Service within 5 working days after receipt of the bid summary.
- 2.13 No proposals will be accepted from, or contract awarded to, any person, firm, or corporation that has failed to faithfully perform any previous contract with the SFA.
- 2.14 All completed proposals and supporting documentation submitted shall be the property of the SFA.
- 2.15 Until such time as a Contract is awarded, no bidder, prospective or otherwise, shall be provided access to any supporting proposal documents received by the SFA.

SECTION 3

SCOPE

- 3.1 Accepted vendor will provide 80% of the food budget with two key-drop deliveries per week to each kitchen location for the Maize USD 266 Food Service program which operates five elementary schools, two intermediate schools, two middle schools, two high schools, one early childhood education center, and two alternative schools within the cities of Wichita, Maize, and Mount Hope, KS with a combined enrollment of 7,400 students. The first delivery of the week must occur on Monday or Tuesday. The vendor may select the day of the week for the second delivery. Biweekly deliveries will occur August through May.
- 3.2 The SFA may at any time during the Term of the Contract add or remove sites and/or meal periods for programs covered by the Contract unless the addition or removal of sites and/or meal periods creates a material or substantive Contract change.

SECTION 4

SCHOOL FOOD AUTHORITY RESPONSIBILITIES

4.1 The SFA shall:

- a. Provide vendor with two keys for key drop deliveries.
- b. Provide vendor with an annual forecast of purchase amounts.
- c. Verify each delivery against the invoice and sign the invoice.

- d. Store damaged goods in a designated location if needed for pick up. Request credits utilizing labels or photos within 30 days of delivery.
- e. Provide two SFA buyers to serve as the designated contact for SFA purchasing decisions.
- f. Make prompt payment within 30 days of invoice.

SECTION 5

VENDOR RESPONSIBILITIES

5.1 Provide the SFA with an Account Representative who has experience with school food service accounts

- a. The SFA reserves the right to interview potential representatives or request a different representative if needed.
- b. The SFA expects a four-hour response time, Monday through Friday, 8:00am to 4:00pm.
- c. The SFA expects a secondary contact to be provided during the Account Representative's personal or sick leave.
- d. The SFA requests a weekly meeting during the school year to discuss outages, substitutions, and other related issues. The vendor can provide the meeting method of this meeting on the Vendor Summary contained in this packet. The date, time and potential location can be scheduled following an accepted contract.
- e. The Account Representative will provide the following services:
 - i. Knowledge of NSLP, SPB, CACFP, and Smart Snacks requirements
 - ii. Communication with SFA's representative to discuss any shortages and substitutions.
 - iii. Field the SFA's inquiries or concerns
 - iv. Resolve any problems with the order/delivery schedule.
 - v. Coordinate with the SFA's representatives regarding any rebate programs and track all rebates.
 - vi. Recommend products to better meet the SFA's needs including market information relating to product condition and quality, pricing trends and new products. If appropriate, the Vendor shall make recommendations on more appropriate products to use.
 - vii. Provide weekly communications describing produce conditions and the recommended products to purchase and not to purchase.
 - viii. Notify the SFA's representative when deliveries include products that are not domestically produced. This notification may be in the ordering system, verbal or in written form. Vendor will specify the means of notification via the Vendor Summary.
 - ix. Serve as a liaison between SFA and the vendor's online ordering system support team.

5.2 Vendor shall provide the following ordering conditions:

- a. Online orders can be created and edited by the SFA's shoppers (Kitchen Managers) at any time.
- b. Orders will be approved by the SFA's buyer no later than 3pm the day before the delivery date.
- c. All substitutions require the approval from a SFA's buyer.
- d. Provide an invoice with each delivery that is signed or checked by a SFA representative.
- e. Items listed on the Market Basket Worksheet will be available for special order if not currently stocked by the vendor.
 1. Whenever possible, the SFA will use a product already stocked by the Vendor but reserves the right to request the Vendor stock or special order other items and proprietary items. "Proprietary items" are defined by the SFA as items the SFA expects the Vendor to purchase and keep in stock so that it may be ordered as needed.
 2. There will be no extra charges for the buying and storing of proprietary or any items. Mark-up will be the same as agreed upon mark-up for other similar products.

5.3 Vendor shall provide the following delivery conditions:

- a. The vendor will provide deliveries two days per week on two non-consecutive days with the first delivery falling on Monday or Tuesday and the second delivery on Wednesday, Thursday or Friday. Biweekly deliveries will occur August through May.
 - Hope Learning Center* – 500 W. Main, Mount Hope, KS 67108
 - Maize Central Elementary School – 304 W. Academy Ave, Maize KS 67101
 - Maize Early Childhood Center - 9405 W. 37th St. N., Wichita KS 67205
 - Maize Elementary School – 305 W. Jones St. Maize KS 67101
 - Maize High School – 11600 W. 45th St. N, Maize KS 67101
 - Maize Intermediate School - 12100 W 45th St N, Maize, KS 67101
 - Maize Middle School – 4600 N. Maize Rd. Maize KS 67101
 - Maize South Elementary School – 3404 N. Maize Rd. Wichita KS 67205
 - Maize South Intermediate School – 9701 W. 37th St. N., Wichita, KS 67205
 - Maize South High School – 3701 N. Tyler Rd. Wichita KS 67205
 - Maize South Middle School – 3403 N. Tyler Rd. Wichita KS 67205

- Pray Woodman Elementary School – 605 W. Academy Ave, Maize KS 67101
 - Vermillion Elementary School – 501 S. James Ave, Maize KS 67101
 - Enrollment Center (Warehouse)^ - 929 W. Academy Ave. Maize KS 67101
(anticipated opening January 2027)
- b. Vendors must specify the approximate delivery time and method in the Vendor Summary. Key drop deliveries with driver off loaded products into the designated storage areas prior to 6:00am is preferred. The vendor shall provide any equipment needed to complete this process.
 - c. Regardless of the delivery method and time proposed, SFA requires that if the delivery occurs during the lunch period (10:30am - 1:30pm, the driver must drop frozen food in the walk-in freezer and refrigerated food in the walk-in cooler. Deliveries made between 10:30am and 1:30pm must allow for the rejection of product up to 2pm by the SFA.
 1. Locations indicated with an asterisk can operate with one delivery per week if elected by winning bidder. Locations with a carrot will request occasional deliveries.
 - d. All of the vendor's facilities and delivery vehicles must conform with local, state and federal rules and regulations regarding sanitation and are subject to inspection by SFA or other officials at the discretion of the SFA.
 - e. The Vendor must be able to respond to emergency deliveries as they arise due to circumstances beyond the SFA's control. The SFA will hold these to a minimum.

5.4 Vendor shall provide the following customer service conditions:

- a. Damaged goods shall be removed at the expense of the Vendor promptly after notification of rejection, including transportation both ways. Vendor must work with the SFA on a plan to replace rejected items on a timely basis so as not to disrupt program operation.
- b. Notify the Director of Food Service if any purchased products are recalled and facilitate the credit for recalled items.
- c. The Vendor will provide unit and aggregate usage reports as requested:
 - Alphabetical by month and year to date
 - By quantity shipped by month and year-to-date as well as any other time frames needed by the SFA, i.e., every six (6) weeks to correspond to menu cycles
 - By dollar volume by month and year-to-date as well as any other time frames needed by the SFA, i.e., every six (6) weeks to correspond to menu cycles

- Usage figures for a specific manufacturing brand for a specified time frame to use for tracking rebates
- All reports shall show item number, pack, size, item, total quantity, dollar total and average unit cost.

SECTION 6

Specifications for Products/Buy American

6.1 Vendor must provide price and nutrition label for each specified item on the [Market Basket Worksheet](#) including a case price for both Market Basket. The winning bidder is required to provide prices for all Non-Market Basket items no later than August 3, 2026. If the specification references Child Nutrition components, a Child Nutrition Labels (CN Label) or Product Formulation Statements (PFS) must be included.

- Vendor must indicate in column H if the item is stock (ST) or special order (SO).
- Product name (I), manufacturer (J), Mft Item # (K) and and pack/size (L) ONLY need to be completed for equal items. Vendor must fill out Item name,
- All items are Grade A unless otherwise noted.

6.2 The vendor shall purchase, to the maximum extent practicable, domestic commodities or products which are either an agricultural commodity produced in the United States or a food product processed in the United States substantially using agricultural commodities produced in the United States (U.S.). [7 CFR Part 210.21(d)/FNS Policy Memo SP 24-2016]. The vendor must be able to provide a usage list for the SFA noting the country of origin for all food products.

- Any product that is not 100% domestically grown shall not be served in the school meals program. The vendor must first provide documentation that supports the use of non-domestic food after a domestic alternative has been considered. Exceptions must be used as a last resort and pre-approved by the SFA using this criteria:
 - The product is not produced or manufactured in the US in sufficient or reasonable quantities of a satisfactory quality; or
 - Competitive bids reveal the costs of a US product are significantly higher than the non-domestic product.
- All documentation must be kept on file by the vendor and available upon request by the SFA, Agency of Education, or USDA.

6.3 The vendor shall provide Nutrition Facts labels and any other documentation requested by the SFA to ensure compliance with U.S. content requirements.

6.4 All items, with the exception of naturally occurring trans-fat, for the National School Lunch and National School Breakfast Program must be trans-fat free.

SECTION 7

FINANCIAL AND PAYMENT TERMS

- 7.1 The vendor shall receive no payment for items that are spoiled or unwholesome at the time of serving, that do not meet the detailed specification or that do not otherwise meet the requirements of the Contract. No deduction in payment shall be made by the SFA unless the SFA notifies the vendor in writing within 7 days of delivery.
- 7.2 There will be no extra charges for the buying and storing of proprietary or any items. The cost plus a fee per case model up will be used for all special-order items.
- 7.3 No fuel or delivery charges by Vendor will be permitted.
- 7.4 The Vendor shall pass on to the SFA all promotional allowances, discounts, and manufacturer's rebates in the form of lower prices. The Vendor shall also keep the SFA informed of any rebates that could be redeemed by the SFA and provide tracking information on usage so that the SFA may take full advantage of all available rebates and free goods offered.
- 7.5 SFA's finance office issues payments twice a month on the fifteenth (15) and thirtieth (30th) of each month.
- 7.6 Allowable costs will be paid from the nonprofit school food service account to the Vendor net of all discounts, rebates and other applicable credits accruing to or received by the Vendor or any assignee under the contract to the extent those credits are allocable to the allowable portion of the costs billed to the school food authority. [7 CFR 210.21(f)(i)]
- 7.7 The Vendor must separately identify for each cost submitted for payment to the school food authority the amount of that cost that is allowable (can be paid from the nonprofit school food service account) and the amount that is unallowable (cannot be paid from the nonprofit school food service account); **OR** that the Vendor must exclude all unallowable costs 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. [7 CFR 210.21(f)(A)(B)]
- 7.8 The Vendor must identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to the school food authority for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. [7 CFR 210.21(f)(iv)]
- 7.9 The Vendor 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. [7 CFR 210.21(f)(v)]
- 7.10 The Vendor must maintain documentation of costs and discounts, rebates and other applicable credits, and must furnish such documentation upon request to the school food authority, the State agency, or the Department. [7 CFR Part 210.21(f)(vi)]

SECTION 8

TERMS, RENEWALS, AND TERMINATION

- 8.1 The Contract that results from this RFP/IFB (heretofore known as the Contract) is effective for a one-year period beginning July 1, 2026 through June 30, 2027 (the “Term”). The fixed fee per case may not change during the term.
- 8.2 Either the SFA or vendor can terminate the Contract for cause or for convenience with a thirty- (30) day written notification.
- 8.3 Neither the vendor nor SFA shall be responsible for any losses resulting if the fulfillment of the terms of the Contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence (“Act of God”). The SFA may cancel the Contract without penalty if the vendor’s performance does not resume within 30 days of the vendor’s interruption of services due to an Act of God.
- 8.4 During the term(s) of a contract awarded under this solicitation, additional purchases not included in this solicitation list and resulting awarded contract may become necessary and benefit the program.
- 8.5 Following the original term, both SFA and vendor may opt to write an addendum to the original term annually in one-year increments for four additional years. The vendor may elect a fixed fee increase of no more than 4% per term.
- 8.6 Renewal of the Contract is contingent upon the fulfillment of all Contract provisions Child Nutrition Programs.
- 8.7 Both parties agree that the aggregate value of added purchases during each year of the contract, if renewable, shall not exceed 10% of the estimated total value of the contract. The total value of the contract must be agreed upon and the dollar value listed in every contract and contract renewal. Such additions may be included in the awarded contract list during contract renewal through a contract amendment, and the total contract value adjusted accordingly. For each contract renewal, the total value of the contract in the preceding year and the additions made during the contract term, will be the basis for determining the maximum dollar amount (not to exceed 10%) of additional goods that will be allowed during the next contract renewal year.

SECTION 9

GENERAL CONTRACT TERMS/CERTIFICATIONS/CONTRACT CLAUSES

- 9.1 No provision of the Contract shall be assigned or subcontracted without prior written consent of the SFA.

- 9.2 This solicitation/Contract, exhibits, and attachments constitute the entire contract between the SFA and vendor and may not be changed, extended orally, or altered by course of conduct.
- 9.3 Each party to the Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under the Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract, and (c) the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 9.4 It is further agreed between the SFA and vendor that the exhibits, attachments, and clauses attached and designated are hereby in all respects made a part of the Contract.
- 9.4.1 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 9.4.2 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 9.4.3 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR [180.220](#)) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension”. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 9.4.4 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Vendors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Certificate Regarding Lobbying pursuant to 31 U.S.C. 1352 (7 C.F.R. Part 3018)
- 9.4.5 A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part [247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4.6 The SPONSOR and VENDOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60) pursuant to 7CFR, Section 3016.36(i)(3).
- 9.4.7 The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from—

1. Providing or attempting to provide or offering to provide any kickback;
2. Soliciting, accepting, or attempting to accept any kickback; or
3. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Vendor to the United States or in the contract price charged by a subcontractor to a prime Vendor or higher tier subcontractor.

The Vendor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph of this clause in its own operations and direct business relationships.

When the Vendor has reasonable grounds to believe that a violation described in paragraph (H, i-iii) of this clause may have occurred, the Vendor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

The Vendor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Vendor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Vendor shall notify the Contracting Officer when the monies are withheld.

The Vendor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

9.4.8 As specified in 7CFR, Section 3016.36(i)(12), the VENDOR and the SPONSOR shall comply with all applicable standards, orders, or requirements issued under 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), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities. Violations shall be reported to the U.S. Department of Agriculture and to the USEPA Assistant Administrator for Enforcement (EN-329).

9.4.9 The vendor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction

113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

9.5 Awarding agency requirements and regulations including allowable cost provisions in 7 CFR Part 210.21.

9.8 To the fullest extent permitted by law, the vendor agrees to indemnify, defend, and hold harmless the SFA and its respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including, without limitation, reasonable defense costs, and reasonable legal fees, arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful, or otherwise) by the vendor, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the vendor or its subcontractors to comply with any Laws applicable to the performance of the Services; (iii) any breach of the Contract, including, without limitation, any representation or warranty provided by the vendor herein; (iv) any employment actions of any nature or kind including but not limited to, workers compensation, or labor action brought by the vendor employees; or (v) any identity breach or infringement of any copyright, trademark, patent, or other intellectual property right.

9.9 SFA will make efforts to involve minority, women's, and small businesses, as well as labor surplus firms (2 CFR 200.321-Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms)

9.10 Vendor will reimbursable purchase incentives, discounts, rebates, and credits to the Sponsor's non-profit foodservice fund (7 CFR 210.20), if applicable.

SECTION 10 ATTACHMENTS

- 10.1 USDA Nondiscrimination Statement
- 10.2 Vendor Summary
- 10.3 Attestation Statement for Buy American Provision
- 10.4 Anti-Lobbying Amendment
- 10.5 Debarment and Suspensions
- 10.6 Exhibit G – Contractual Provisions Attachment
- 10.7 Proposal Checklist
- 10.8 Sample Scorecard

USDA Nondiscrimination Statement

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, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter 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

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.



Vendor Summary

Instructions: Please include a written summary and any relevant attachments with your bid submission. (12 points total)

1. **Delivery dates:** Maize USD 266 requests two deliveries per week on two non-consecutive days with the first delivery falling on Monday or Tuesday and the second delivery falling on Wednesday, Thursday or Friday. Please circle the delivery dates you are proposing: (0 points)

First Delivery: Monday Tuesday

Second Delivery: Wednesday Thursday Friday

2. **Delivery times:** Maize USD 266 prefers key drop deliveries prior to 6am; however other delivery times and methods can be proposed. Please be aware that many of our kitchen delivery doors are in or near the traffic related to parent drop off lanes which occur between 7am and 9am each morning. Please select or explain the delivery option your firm is proposing:

- Key Drop Delivery prior to 6:00am with delivery dropped in respective storage locations. (4 points). Provide approximate delivery window:
- Inside delivery during business hours, 6am to 2pm, with delivery dropped in respective storage locations (2 points). Provide approximate delivery window:
- Inside delivery during business hours, 6am to 2pm (1 point). Provide approximate delivery window:
- Other (please explain including approximate delivery window) (1-4 points):

Vendor Representative Initials: _____

3. **Delivery Details:** Explain the vendor's procedure including any holidays that the vendor does not deliver or adjusting deliveries for non-school days. What procedures are in place to allow the vendor to prioritize school safety, delivery driver consistency, approximate standard delivery time? (1 point)

4. What are the vendor's minimum requirements for an order to be delivered? (1 point)

5. Explain or attach your company's practices, procedures, events, and/or tools used to support K-12 Food Service customers. (1 point)

6. Explain the process for procuring special order items including the required lead time and minimum orders. (0 points)

7. Explain how the forecasted numbers in our Market-Basket sheet will be shared or used with/by the buyers within your organization? (1 point)

8. Explain the online ordering system. Maize USD 266 Food Service is specifically interested in: (1 point)
 - a. Types of user groups and location access (buyers, shoppers, views, etc)
 - b. Features available to allow viewing of past orders, invoices, in-process shopping carts, reports
 - c. Any ability to limit or block items that are off-bid
 - d. Technical support provided

Vendor Representative Initials: _____

9. Please include a HACCP Compliance Statement and include at the end of this summary. (1 point)
10. Provide reference contact information from two schools within the State of Kansas. (2 points, 1 per positive reference)
11. If our proposal is selected, we understand we must provide prices for the non-market basket items no later than August 3, 2026 to maintain a valid contract.
- Yes, Signature: _____
- No
12. Please specify how invoices will include the fixed fee per case?
- Fixed fee per case will be included in the invoiced price
- Fixed fee per case will be listed separately on the invoice
- Other, explanation:

Vendor Representative Initials: _____



Attestation Statement for Buy American Provision

The School Food Authority (SFA), Maize USD 266 is required to comply with the Buy American Provision. This includes but is not limited to the verification that all agricultural product(s) purchased by the SFA, regardless of current country of origin labeling (COOL) regulations, are of domestic origin unless certain exceptions exist.

The Buy American Provision:

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. "Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American Provision is further clarified in USDA Memo Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program SP 38-2017 dated 06/30/17.

As evidence that the SFA is managing and monitoring its agricultural products purchases, the SFA must track all noncompliant purchases (with exceptions) to the Buy American Provision and purchases of agricultural products without COOL.

In support of this requirement, the SFA is requesting that the "Contractor", [complete this form for applicable products in the Market Basket only](#) and to the best of its abilities, work with the SFA to help maintain compliance with the Buy American Provision by completing this Buy American Provision Attestation, "Attestation". The Attestation shall be effective throughout the term of the agreement between the SFA and Contractor, and any renewals to the agreement. If the products listed, "Product List", in the agreement is modified to either add or substitute different agricultural products then this Attestation shall be amended to reflect the changes.

Check which is applicable:

- One or more items in the Market Basket portion of the bid do not meet the Buy American Provision. We have included a copy of the Buy American Provision Attestation form.
- All items in the Market Basket portion of the bid meet the Buy American Provision, we will not include the Buy American Provision Attestation form.



Anti-Lobbying Amendment

Applicable to Contracts Exceeding \$100,000 in Federal funds

Vendors that apply or bid for such an award must file the required certification.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee of Maize USD 266 in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an employee of a Member of Congress, or any Board Member, officer, or employee Maize USD 266 in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of vendor official

Signature of vendor official

Signature Date

Name/Address of Organization

Name/Title of Submitting Official



Debarment and Suspension Form

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name and Title of Authorized Representative

Signature of Authorized Representative

Certification Regarding Department and Suspension, Ineligibility and Voluntary

Exclusion, continued

Instructions for Certification

1. By Signing and submitting this form, the prospective lower tier participation is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participation 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 participation shall provide immediate written notice to the person 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,” “suspended,” “eligible,” “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 the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participation agrees by submitting this form that, should the proposed covered transaction be entered into it shall not knowingly enter into 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 of agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this from that it will be include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Volunteer Exclusion – Lower Tier Covered Transaction,” without modification in all lower tier covered transactions and in all solicitations for lower tier 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 principals. Each participant may, but is not required to, check the Nonpurchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participation is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph give of these instructions, if a participant in a covered transaction knowingly enters into a lower tier 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, include suspension and/or debarment.

Exhibit G – CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to Vendor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the Vendor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to Vendor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the Vendor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any Vendor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The Vendor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Vendor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Vendor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Vendor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Vendor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the Vendor thereby represents that such person is duly authorized by the Vendor to execute this contract on behalf of the Vendor and that the Vendor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a Vendor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Vendor shall bear the risk of any loss or damage to any property in which the Vendor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Business Name

Date

Name and Title of Authorized Representative

Signature of Authorized Representative

USD 266 Maize
26-27 Market Basket Vendor Proposal
Proposal Checklist

Date proposal issued: _____ Name of firm: _____

1. Provide one USB flash drive containing:

- [Market Basket Worksheet](#) with case prices for Market items
- Nutrient Facts labels for Market Basket food items
- Child Nutrition Label information or Product Formulation Statements

2. What fixed fee per case is your firm proposing?

Fixed fee per case:	
Cells below are for USD 266 use only	
Grand total for Market Basket items:	
+ (Fixed fee per case x 59,695 cases)	
Total Cost to Food Service	

3. Additional signature pages:

- Vendor Summary (including HACCP Statement)
- Attestation Statement for Buy American Provision acknowledgement or form
- Anti-Lobbying Amendment
- Debarment and Suspensions Statement
- Exhibit G – Contractual Provisions Attachment

Signature of Signing Officer Date

Name and Title Contact Phone Number & Email



2026-2027 Market Basket Vendor Proposal Scorecard

For Completion by SFA:

Vendor: _____

Market Basket	
Lowest Grand Total for Market Basket Price - (12 points for lowest, 8 points for second lowest, 4 points for third lowest, 0 points thereafter)	
Lowest Fixed Fee Price (12 points for lowest, 8 points for second lowest, 4 points for third lowest, 0 points thereafter)	
Vendor provided a more than 90% of CN labels or PFS requested in 26-27 USD 266 Market Basket Bid Worksheet (2 points)	
Fewer than 10% of Market Basket items require special order (1 point)	
Vendor Summary	
Vendor Summary (12 points total)	
Submitted complete forms (1 point) <input type="checkbox"/> Attestation Statement for Buy American Provision acknowledgement or form <input type="checkbox"/> Anti-Lobbying Amendment <input type="checkbox"/> Debarment and Suspensions Statement <input type="checkbox"/> Exhibit G – Contractual Provisions Attachment	
Total Score (40 points)	