



## REQUEST FOR PROPOSAL

**(2) Warming Cabinets, (1) Two-Door Freezer, (1) Two-Door Roll-In Refrigerator, (1) Steamer**

**Prepared By: Kathy Konon & Amanda Snider**

**586-783-6300**

**Date: January 5, 2026**

**Due Date of Bid: 9:00 a.m. on January 16, 2026**

**Please complete the section below and include this page as the first page of the bid package:**

<b>Bidder/Vendor Name:</b>			
<b>Representative Name:</b>			
<b>Street Address:</b>			
<b>City, State and Zip</b>			
<b>Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			

## REQUEST FOR PROPOSAL

L'Anse Creuse Public Schools is seeking proposals for the provision of (2) Warming Cabinets, (1) Two-Door Freezer, (1) Two-Door Roll-in Refrigerator and (1) Double Stack Convection Steamer. The contact for this procurement is Amanda Snider, 24076 F.V Pankow Boulevard, Clinton Township, MI 48036 Telephone: 586-783-6550, extension 1105.

The words "Food Service Equipment Needs Sealed Bid, Date Due: January 16, 2026, Time Due: 9:00 a.m." must appear on the outside of the envelope in the lower left-hand corner. Bids must be signed by a representative of the company submitting the bid. Two (2) printed copies of the Sealed Bid must be delivered in person or sent by mail to:

**Kathy Konon, CPA  
L'Anse Creuse Public Schools  
Harry L. Wheeler Community Center and Administrative Offices  
24076 F. V. Pankow Boulevard  
Clinton Township, MI 48036**

**To be valid bids must be received no later than 9:00 a.m. on January 16, 2026.** Bids received after this date and time will not be accepted or considered.

All Vendors submitting Proposals must provide a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Bidder submitting a Proposal, and any member of the L'Anse Creuse Public Schools District Board of Education, the L'Anse Creuse Public Schools District Superintendent, or the Assistant Superintendent of Business & Operations. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

All Vendors submitting Proposals must provide a sworn and notarized Affidavit of Compliance pursuant to the Iran Economic Sanctions Act, Michigan Public Act No.517 of 2012. The District will not accept a Proposal that does not include this sworn and notarized disclosure statement.

The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the RFP process or any Bid, and the right to award the Contract to other than the Proposer submitting the best financial bid (low bidder). The School District reserves the right to request additional information from any or all Proposers.

## **GENERAL TERMS AND CONDITIONS**

- 1) Objective:** L'Anse Creuse Public Schools is seeking proposals for the provision for various Food Service Equipment. Please see the Scope & Background Information section for further details on the project.
- 2) Bidding on This Project:** Each Proposal must be submitted completed as provided in the RFP. No alteration, erasure, or addition is to be made in the typewritten matter or changes to the Bid Table (except for required information to be provided by the Vendor). Failure to follow this instruction may result in disqualification.
- 3) Project Timeline:** All pertinent dates for submission of bids are included in this document as posted.
- 4) Delivery of Proposals:** The words "Food Service Equipment Needs, Sealed Bid, Date Due: January 16, 2026, Time Due: 9:00 a.m." must appear on the outside of the envelope in the lower left-hand corner. Bids must be signed by a representative of the company submitting the bid. Two (2) printed copies of the Sealed Bid must be delivered in person or sent by mail to:

**Kathy Konon, CPA  
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Clinton Township, MI 48036**

- 5) Late Proposals:** Any Proposals or revisions received after the due date will not be accepted or considered.
- 6) Opening of Bids:** All bid submissions must be delivered sealed and will not be opened by the District until the Due Date and Time has passed. A public bid opening will be held January 16, 2026, at 9:05 a.m. at the following address:

**L'Anse Creuse Public Schools  
Harry L. Wheeler Community Center & Administrative Offices  
24076 FV Pankow Boulevard  
Clinton Township, MI 48036**

- 7) Restrictions on Communication:** From the issue date of this RFP until a Vendor is contacted by the School District, a Vendor shall not communicate about the subject of the RFP or a Vendor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees except as detailed below. The School District reserves the right to request additional information from any or all Vendors.
- 8) Questions Regarding the Project:** Requests that the School District clarify information contained in this RFP are allowed. Any requests for clarification or questions regarding this RFP, must be sent via email to [snideam@lc-ps.org](mailto:snideam@lc-ps.org) no later than 8 a.m. on January 9, 2026. Food Service Equipment RFP must appear in the subject line. All questions and answers will be posted on the District website, with the RFP, by January 12, 2026.
- 9) Addenda:** If it becomes necessary to revise any part of the specifications, an addendum will be issued and added to this document and posted on the District website. All addenda shall become a part of the bid. Each Vendor must in its Proposal, to avoid any miscommunication, acknowledge all addenda, but the failure of a Vendor to receive, or acknowledge receipt of any addendum shall not relieve the Vendor of the responsibility for complying with the terms thereof.
- 10) Standards:** The attached product specifications should be considered as a minimum requirement. Any deviations from the standard specified will be considered only when fully described and accompanied by descriptive literature and samples. Any references in this document to a particular article, product, or material, by proprietary name, manufacturer, make, or catalogue number, shall be interpreted as establishing a standard or quality or design and **SHALL NOT** be construed as limiting competition.

- 11) The School District reserves the right to decide if an item is “similar or equal” to the item specified and final decision will be at the District’s sole discretion. The quantities shown are annual estimates. The School District makes no guarantee to purchase any or all products in the quantities shown. All products and equipment must be brand new.**
- 12) Exceptions to Specifications: The submission of a Proposal will be construed to mean that the Vendor is fully informed as to the extent and the character of the supplies, materials, or equipment required and a representation that the Vendor can furnish them in complete compliance with the specifications. Any exceptions to the terms and conditions or any other special considerations or conditions requested or required by the Vendor MUST be specifically outlined and be submitted as part of the Proposal, together with an explanation as to the reason such terms and conditions of these specifications cannot be met by, or, in the Vendor’s opinion, are not applicable to, the Vendor. The Vendor shall be required and expected to meet the specifications and requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Vendor’s Proposal and those exceptions or special considerations or conditions are expressly accepted by the School District. All pricing factors must be clearly indicated in the manner required on the pricing page electronic file provided as part of this RFP.**
- 13) Irrevocability of Bids: Proposals may be withdrawn at any time before the Due Date. No modifications are allowed after the opening time and date. All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of one hundred eighty (180) calendar days following the Due Date.**
- 14) Incorporation by Reference: These specifications and the Vendor responses shall be incorporated by reference into any purchase contract or purchase order that may result from this RFP.**
- 15) Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in the Bid process or any Proposal, and the right to award the Contract to other than the Vendor submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Vendors.**
- 16) Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform and strictly adhere to any condition or representation contained in the Contract, or the requirements contained in the RFP and the Vendor’s Bid, the School District shall have the right to give written notice to Vendor of such failure. Non-performance of contractual obligations can include, but is not limited to, failure to supply awarded product, failure to comply with bid requirements and awarded pricing, failure to deliver on time, unauthorized substitution of product, failure to submit timely and accurate reports and/or invoices and failure to service the contract in a professional manner. If such failure is not cured to the School District’s satisfaction within ten (10) business days from the time of receipt of such notice the School District shall have the right to terminate immediately without the requirement of a further written notice. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Vendor shall cease.**
- 17) Termination for Convenience: The School District, on thirty (30) days advanced written notice to the Vendor, may terminate the Contract, or any portion thereof, for any reason, including convenience, without incurring any penalty, expense or liability to the Vendor except the obligation to pay for products or services actually received or performed under the Contract prior to the effective date of the termination.**
- 18) Pricing: **Pricing shall remain firm until February 26, 2026.** Any inability of the Vendor to hold prices for the entire bid term must be clearly identified as an exception. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the RFP. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until item(s) have been delivered and accepted. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals (two decimal points), not fractions. Where a bidder is requested to submit a bid on an individual item(s) and also on a total sum or sums, the right is reserved to make awards on an individual item(s) or on total sums. The Vendor agrees to honor unit pricing if the quantity to be purchased exceeds the stated estimated quantity.**

BID Food Service Equipment Needs  
DUE: January 16, 2026 at 9:00 a.m.

- 19) Cost Increases:** The School District is not responsible for any other charges (including, but not limited to, fuel surcharges, handling, etc.) for any reason during the contract period.
- 20) Minimum Order Requirements:** Preference may be given to Vendors who offer no minimum order requirements. If a minimum order of quantity is required, it must be noted on the space provided in the "Other Requirements" section of this document.
- 21) Taxes:** The School District is a tax-exempt entity. Exemption certificates, if required, will be furnished on forms provided by the Vendor and acceptable to the School District. Vendor is otherwise responsible for any other applicable taxes related to the purchase of product or equipment.
- 22) Collusive Bidding:** The Vendor certifies that their Bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a Bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- 23) Assignment:** Assignment or transfer of any rights, interest, or delegation of responsibilities of the Awarded Vendor under the contract will not be allowed without the expressed written consent of the School District.
- 24) Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Michigan. The parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Macomb County, Michigan.
- 25) Confidentiality:** Any Vendor awarded a contract or purchase order agrees that it will not publish or otherwise mention, refer to or disclose its work for or with L'Anse Creuse Public Schools for any reason without the advance written permission of the Assistant Superintendent of Business & Operations.
- 26) Familial Relationship Disclosure:** All Proposals must be accompanied by an affidavit disclosing any **Familial Relationship** that exists between the owner and/or any employee of the Vendor and any member of the Board of Education, the Superintendent, or the Assistant Superintendent of Business & Operations of the District. Information about officials holding the mentioned titles can be found at the School District's website at <https://www.lc-ps.org>. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.
- 27) Affidavit of Compliance:** All Proposals must be accompanied by an affidavit that hereby certifies, represents and warrants that the Vendor (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that, in the event a Vendor is awarded a contract as a result of the aforementioned Request For Bid, the Vendor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract. Bids that are not accompanied by a sworn and notarized affidavit will not be considered or accepted by the School District.
- 28) Debarment:** The Vendor must certify that your organization (or any sub-contractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency on the "Certifications and Representations" form. Submission is also agreement that the School District will be notified of any change in this status.
- 29) Byrd Anti-Lobbying Amendment:** The Vendor must certify that your Firm is in compliance with the Byrd Anti-Lobbying Amendment on the "Certifications and Representations" form.
- 30) Equal Employment Opportunity:** Pursuant to Equal Employment Opportunity Commission (EEOC) regulations, the Vendor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age or disability.
- 31) Repairs to Property Damage:** Damage to any School District Facilities or properties caused by the Vendor, its agents or employees shall be repaired so that facilities or properties are in as good condition as before entering into the Contract. All repairs shall be accomplished at no cost to the School District.

**32) Payments:** Payment will be made after receipt of the successful Vendor's submittal of invoice. Payment of undisputed amounts in each invoice shall generally be made within thirty (30) days of receipt of the invoice. Disputes regarding amounts contained in any invoice will be communicated to the Vendor by the School District, in writing (via letter or email), within ten (10) business days of the receipt of the disputed invoice. Payments of disputed amounts will be delayed unless Vendor is able to resolve the matter to the School District's satisfaction within ten (10) business days prior to payment due date.

**33) Force Majeure:** In the event the Vendor is unable to provide the equipment requested herein specified because of any act of God (excluding inclement weather), civil disturbance, fire, flood, riot, war, picketing, strike, lockout, labor dispute, oil or fuel shortage or embargo, governmental action or any condition or cause beyond the Vendor's control, the School District shall excuse the Vendor from performance under this Contract. Under unforeseen circumstances, such as the closing or suspension of the School District's operations, the District will be under no obligation to purchase the estimated quantities.

**34) Insurance:** The Vendor must provide proof of insurance to the School District prior to commencement of any work under the contract. All coverage shall be with insurance companies licensed and admitted doing business in the State of Michigan. All coverage shall be with insurance carriers acceptable to L'Anse Creuse Public Schools

- a. **Worker's Compensation Insurance:** The Successful Bidder(s) shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- b. **Commercial General Liability Insurance:** The Successful Bidder shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability no less than one-million dollars (\$1,000,000.00) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Property Damage, Contractual Liability, and Product Liability.
- c. **Cancellation Notice:** Worker's Compensation Insurance, Commercial General Liability as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-renewal, Reduction and/or Material Change shall be sent to the Assistant Superintendent of Business and Operations, L'Anse Creuse Public Schools 24076 FV Pankow Boulevard, Clinton Township, MI 48036."
- d. **Proof of insurance Coverage:** The Successful Bidder shall provide to L'Anse Creuse Public Schools certificates and policies as listed below:
  - i. One (1) copy of Certificate of Insurance for Worker's Compensation Insurance.
  - ii. One (1) copy of Certificate of Insurance for Commercial General Liability Insurance.
  - iii. If so requested, Certified Copies of all policies mentioned above will be furnished.
  - iv. If any of the above coverage expires during the term of the project, the Successful Bidder shall deliver renewal certificates and/or policies to L'Anse Creuse Public Schools at least ten (10) days prior to the expiration date.

**35) Indemnification:** Vendor agrees to indemnify, defend and hold harmless the School District, its Board of Education, in their official and individual capacities, administrators, employees, agents, Vendors, successors and assignees, from and against any and all costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of the: (i) negligent act or omission or willful misconduct of the Vendor, its officers, directors, employees, successors, assignees, Vendors and agents; (ii) any breach of the terms of the by Vendor, its officers, directors, employees, successors, assignees, Vendors and agents; or (iii) any breach of any representation or warranty by Vendor, its officers, directors, employees, successors, assignees, Vendors and agents under the Contract. This provision shall survive the expiration or earlier termination of the Contract.

**36) Failure to Provide Insurance:** If the Vendor refuses or fails to submit the Insurance Certificates within the 7-day period after the bid award, the School District will consider the Vendor to have abandoned all rights and interests in the Contract award.

BID Food Service Equipment Needs  
DUE: January 16, 2026 at 9:00 a.m.

**37) Freedom of Information Act (FOIA):** The District is subject to the statutory requirements for the Freedom of Information Act (FOIA) laws. All information in a Vendor's proposal and any resulting contract are subject to the provisions of FOIA. Vendor agrees that the District may copy their proposal, respond to requests for such public records, and provide customer access to their information. The Vendor consents to such requests and warrants that this will not violate the rights of any third party. Vendor information that is proprietary and/or confidential shall be so marked and kept readily separated from the rest of their proposal. An entire proposal shall not be marked as proprietary or confidential, or it may be disqualified from award consideration.

### **DELIVERY**

1. The delivery must be scheduled Monday-Friday between 8:00 a.m. and 3:00 p.m. The District will not schedule deliveries for Saturdays, Sundays, legal holidays, or during a scheduled school break. Exceptions will be considered for commodities required for daily consumption where the delivery is an emergency, replacement, or is overdue, in which case the convenience of the District shall govern.
2. Drop Shipments to the District – The vendor must disclose if a carrier will deliver equipment from a third party or manufacturer. District employees do not uncrate equipment. A vendor representative must be onsite at delivery to uncrate and supervise the delivery. If applicable, fees or charges for this requirement must be included on the Bid Form. If a vendor representative is not present for a drop shipment delivery, the shipment will be refused.
3. No loading docks are available. A lift-gate is required to deliver heavy and/or large equipment. A minimum 48-hour delivery notice is required for equipment.
4. Item(s) shall be securely and properly packed for shipment, storage, and stocking in clean and sanitary shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
5. The Vendor shall be responsible for delivery of items in good condition at the point of destination. They shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. ALL RETURNED MATERIAL WILL BE AT THE VENDOR'S EXPENSE.
6. All deliveries shall be accompanied by delivery tickets or packing slips. All packing slips or delivery tickets shall indicate the purchase order number, name of the article and the quantity delivered and/or backordered.

### **GUARANTEES BY THE SUCCESSFUL VENDOR**

1. That the Vendor has carefully checked the enclosed figures and understands that it shall be responsible for any error of omission in this proposal.
2. That the Vendor has carefully examined the instructions and specifications and will furnish this material/equipment with such specifications for the price set forth in this proposal.
3. All delivered products shall be as bid. No substitutions will be accepted unless prior to delivery, the product has been inspected and found to be equal to the item specified.

## **SCOPE AND BACKGROUND INFORMATION**

Vendors are invited to submit proposals for Equipment including delivery, installation, and removal of old equipment as indicated on Bid Form. Scope of project is as follows:

1. **Freezer** – Deliver to Higgins Elementary 29901 Twenty-four Mile, Chesterfield Twsp, MI 48051
2. **Warmer** - Deliver to Middle School East 30300 Hickey Road, Chesterfield Twsp, MI 48051
3. **Warmer** – Deliver to High School Central 38495 L'Anse Creuse Rd, Harrison Twsp, MI 48045
4. **Two-Door Roll-in Refrigerator** - Deliver and Install at High School Central 38495 L'Anse Creuse Road, Harrison Twsp, 48045
5. **Steamer** - Deliver and Install at High School Central 38495 L'Anse Creuse Road, Harrison Twsp, MI 48045

A District map can be found on the District website at: <https://www.lc-ps.org/our-district/district-map>. Please refer to the Delivery Section (page 7) of the RFP for additional delivery specifications.

Delivery and installation shall occur as soon as possible. Please provide a timeline in the space provided on the Client References & Other Information section (page 12). If installation cannot occur with Kitchen Staff working, installation will occur on a staff half day, or a day they are not working.

The District's specifications for the equipment items are included on the attached Excel File "**Bid Form-Food Service Equipment**". Tab A is for a specific make and model. The Vendor may also provide an alternative, or equivalent, on Tab B. Insert your Vendor Name in the space provided at the bottom of each Excel Sheet. Please complete and submit the printed Excel Sheet(s) with the Sealed Bid. Failure to complete and submit the printed Bid Form, may disqualify a bid. As part of the sealed bid submission, the vendor must include manufacturer informational materials that provide standard features, dimensions, and warranty information for each piece of equipment.

Any additional fees, optional or required, to put equipment in operation must be itemized on the Bid Form. Additional fees may include delivery, handling, uncrating, inspection, installation, project management, and removal of old equipment. Upon award of the Bid, the District will determine what optional additional fees and services are required for the project.

Upon completion of the installation the Director, will conduct a final inspection with the Vendor. The inspection will demonstrate the equipment is fully functional.

## **OTHER REQUIREMENTS FOR FOOD AND NUTRITION**

1. **Case Volume Report**: - If applicable, Vendors must be able to generate product velocity/usage reports, as needed.
2. **Minority and Small Business**: The District will take affirmative steps to ensure small, women-owned, and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required.
3. **Bid Protest**: Any bidder may file a bid protest with the District. The protest shall specify the reasons and facts upon which the protest is based and shall be filed, in writing and emailed to Katherine Konon at [kononka@lc-ps.org](mailto:kononka@lc-ps.org) no later than 72 hours after the date of the Bid award, or notice of unsuccessful Bid. Unless there are factors beyond the District's control, the District will investigate the facts provided and issue a written response within ten (10) business days following the receipt of the Bid protest. A copy of the response will be provided to the protestor and any other parties affected.
4. **Buy American**: The District participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and is required to use the nonprofit food service funds, to the maximum extent practicable, to

buy domestic commodities or products for Program meals. A domestic commodity or product is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

**5. Delivery:** All deliveries shall be fully pre-paid and delivered in a manner as proscribed by the District.

**6. Certifications**

- a. If the Contract amount is in excess of \$150,000, the Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- b. The Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- c. The Vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR 60.
- d. The Vendor shall comply with all applicable civil rights laws, as amended, which include, but are not limited to: Title VI and Title VII 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; 7 CFR 15, 15a, and 15b; the nations with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.
- e. Where applicable, the Vendor shall take affirmative steps to ensure small, women-owned, and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required.
- f. Where applicable, if the Contract amount is in excess of \$100,000 that involve the employment of mechanics or laborers, the Vendor must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 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.
- g. The Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

### **AWARDING CONTRACT**

Price will not be the only factor considered in awarding this bid. Other factors to be considered, but not limited to, the qualifications of the bidder, quality of the products, conformity with the specification, and references. Consideration will be based on best promoting clerical and operational efficiencies, including limitations on the number of Vendors receiving awards. After Board of Education approval, the winning bidder will be notified in writing.

<b>Evaluation Criteria</b>	<b>Points</b>
Price	45/100
Delivery Schedule	25/100
Favorable References	15/100
Conformity to Specifications	15/100
Total Points	100

BID  
DUE:

Food Service Equipment Needs  
January 16, 2026 at 9:00 a.m.

**Pictures of the existing setup for the Groen HY-6E Convection Double Steamer to be replaced.**



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DUE: January 16, 2026 at 9:00 a.m.

### CLIENT REFERENCES AND OTHER INFORMATION

Please provide the following information:

How many years have you been in business? \_\_\_\_

Can you provide product and/or services outlined in the Scope? Yes  No

Please provide estimated delivery and installation timeline for equipment

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Can Kitchen Staff be present and work during installation of equipment? Yes  No

Other than L'Anse Creuse Public Schools, please list at least three (3) references, within the public education sector (if possible), that you currently do business with:

<b>Company Name:</b>			
<b>Contact Person:</b>			
<b>Address:</b>			
<b>City, State:</b>			
<b>Phone:</b>		<b>Email:</b>	

<b>Company Name:</b>			
<b>Contact Person:</b>			
<b>Address:</b>			
<b>City, State:</b>			
<b>Phone:</b>		<b>Email:</b>	

<b>Company Name:</b>			
<b>Contact Person:</b>			
<b>Address:</b>			
<b>City, State:</b>			
<b>Phone:</b>		<b>Email:</b>	

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DUE: January 16, 2026 at 9:00 a.m.

### NOTARIZED AFFIDAVIT OF FAMILIAL DISCLOSURE

The undersigned, the district or authorized office of the below-named vendor, Pursuant to the familial disclosure requirement provided in L'Anse Creuse Public Schools request for Proposals, hereby represents and warrant that, excepts as provided below, no familial relationship exists between the district or key employee of the vendor, and any member of the L'Anse Creuse Public School Board, the L'Anse Creuse Public School Superintendent, or the L'Anse Creuse Assistant Superintendent for Business and Operations. Names of the School District's Board of Education Members, Superintendent, and Assistant Superintendent for Business and Operations may be found at on the District website at <http://www.lc-ps.org>

Familial Relationship:

Name	Relationship

Bidder/Vendor Name:			
Representative:			
Title:			
Date:		Signature:	

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, a

Notary Public in and for the State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (Signature)

My Commission Expires \_\_\_\_\_

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DUE: January 16, 2026 at 9:00 a.m.

**AFFIDAVIT OF COMPLIANCE WITH IRAN ECOMONIC SANCTIONS ACT  
MICHIGAN PUBLIC ACT #517 OF 2012**

By signing below, as an Authorized Representative of the organization named below, I certify that we/they are not an "Iran linked business" within the meaning of Michigan Act No. 517, Public Acts of 2012, and that in the event it is awarded Contract as a result of this Request for Proposal, they will not become an "Iran linked business" during the course of performing our work under the Contract.

NOTE: Whoever knowingly and willfully makes any false, fictitious or fraudulent representation may be liable for civil penalties of \$250,000 or two times the amount of the contract or proposed contract, whichever is more, as more fully set forth in Section 5 of Act No. 517, Public Acts of 2012.

<b>Bidder/Vendor Name:</b>		
<b>Representative:</b>		
<b>Title:</b>		
<b>Date:</b>	<b>Signature:</b>	

Subscribed and sworn before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_, a

Notary Public in and for the State of \_\_\_\_\_ County of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC (Signature)

My Commission Expires \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this form, the prospective lower tier participant provides the certification per these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. 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 which 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 because 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. 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 it 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 it 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 for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.
8. Nothing contained in the foregoing shall be construed to require establishing a system of records to render the certification required by this clause in good faith. The knowledge and information of a participant are not required to exceed that 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 as appropriate, including suspension and/or debarment.

BID Food Service Equipment Needs  
DUE: January 16, 2026 at 9:00 a.m.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 180.

The prospective primary 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.

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.

<b>Bidder/Vendor Name:</b>		
<b>Representative:</b>		
<b>Title:</b>		
<b>Date:</b>	<b>Signature:</b>	

### **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

For all contracts above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000),

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

- 1) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification
- 2) The Bidder/Vendor by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
  - a) No 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 on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - b) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the Bidder/Vendor shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the District.
  - c) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of contract awards in excess of \$150,000 shall certify and disclose accordingly.
- 3) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

<b>Bidder/Vendor Name:</b>		
<b>Representative:</b>		
<b>Title:</b>		
<b>Date:</b>		<b>Signature:</b>

BID Food Service Equipment Needs  
DUE: January 16, 2026 at 9:00 a.m.

### **CONFLICT OF INTEREST DISCLOSURE FORM**

A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by vendor(s) other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the vendor(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interest would reasonably appear to be affected by the purchase. The vendor(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest.

I have no conflict of interest to report

I have the following conflict of interest to report, please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

Conflict:

<b>Organization</b>	<b>Conflict Relationship</b>

<b>Bidder/Vendor Name:</b>			
<b>Representative:</b>			
<b>Position:</b>			
<b>Date:</b>		<b>Signature:</b>	

BID Food Service Equipment Needs  
DUE: January 16, 2026 at 9:00 a.m.

### ACCEPTANCE OF PROPOSAL

I have read the bid proposal including bid requirements, terms and conditions, and vendor requirements and specifications, which are integral parts of the terms of this contract.

My signature below certifies that the accompanying proposal is not the result of, or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce or any act of fraud punishable under current Federal or Michigan law.

The undersigned agrees to execute a Contract for work covered by this proposal provided that he is notified of its acceptance within ninety (90) days after date of Proposal.

I hereby certify that I am authorized to sign as an Authorized Representative for the Bidder/Vendor:

<b>Bidder/Vendor Name:</b>					
<b>Representative Name:</b>					
<b>Street Address:</b>					
<b>City, State and Zip</b>					
<b>Phone:</b>			<b>Fax:</b>		
<b>Email:</b>				<b>Website:</b>	
<b>Date:</b>		<b>Signature:</b>			

**Addenda necessary?**       Yes       No

**If yes, by signing below, the vendor acknowledges receipt of all addenda**

<b>Date:</b>		<b>Signature:</b>	
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