

Request for Proposals for WALK-IN COOLER/FREEZER at:

**Milan Area Schools
100 Big Red Drive
Milan, MI 48160**

June 19, 2025

SECTION 1: ISSUE AND TIMELINE INFORMATION

INTRODUCTION

This is a Request for Proposal (RFP) from responsible parties for Foodservice Equipment at Milan Middle School, 920 North Street, Milan, MI 48160 on behalf of Milan Area Schools, by its School Board (hereinafter called the "School District"). The School District reserves the right to reject any or all proposals as it deems to be in the best interest of the School District. Intent of this project is to award no later than July 8, 2025, with installation to be completed by August 21, 2025. If installation cannot be completed prior to August 21, 2025, project must be scheduled during a non-student period. The School District is also aware of longer-lead times for supply-chain related issues and once awarded will collaborate with the chosen vendor on proper timing of installation. Distributor to provide detailed response of timing of project within RFP documents.

PROJECT OVERVIEW

The following information is provided with the best information available. Any omissions or deficiencies should be brought to the attention of the School District. Clarifications and amendments will be shared with all known bidders.

Schedule Dates

The following is an anticipated schedule for the selection process. The School District reserves the right to modify any part of this schedule:

1. Request for Proposals Issued	June 27, 2025
2. Due Date for Responses and Opening	July 8, 2025 2:15 PM
3. Contract Award	July 9, 2025

Proposals

Sealed Proposals are to be submitted to the School District (DELIVERED VIA MAIL OR COURIER) by **July 8, 2025, no later than 2:00 PM EST** to:

Milan Area Schools
100 Big Red Drive
Milan, MI 48160
Attn: Krista Hendrix,
Finance Director

Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having the bid deposited on time at the address specified. Late proposals will not be opened.

Proposals will be publicly opened and read aloud on this date and location at **2:15 PM**. All interested parties may attend the proposal opening. No decision will be rendered at the proposal opening.

Any respondent may withdraw their proposal at any time prior to the scheduled time for receipt and opening of proposals. No proposals shall be withdrawn after the opening of the proposals without written consent of the owner.

Timeline for Proposal Award

If the school district decides to award a contract as a result of the RFP, the award will be made no later than **July 10, 2025**.

Acceptance of RFP Terms

A proposal submitted in response to the RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated by the autographic signature of the offeror, or an officer of the offeror legally authorized to execute contractual obligations. It is assumed by the offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An offeror shall identify clearly and thoroughly any variations between its proposal and the School District RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

Incurring Costs

The School District is not liable for any cost incurred by offeror prior to issuance of a procurement document.

Proposal Rejection

The School District reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of the School District. The competency, responsibility, experience, and reputation of the bidders will be considered in making the award. Bidders shall bid on the specifications and any exceptions must be noted.

SECTION 2: GENERAL TERMS AND CONDITIONS

Response Forms

Supplied with the RFP is a Service Providers Response Form. The form provides the format for the Response and must be completed and submitted for your response to be considered. Please follow the directions in Section 4 to complete the Response Form.

Officer of Firm

Responses shall address all items completely and thoroughly in accordance with the format provided and shall be signed by an officer of the Firm with the authority to commit the Firm's resources.

Withdraw

The content and commitments in the Responses shall remain firm for sixty (60) calendar days from the due date of such Responses.

Right to Request Additional Information

The school district reserves the right to request any additional information that might be deemed necessary after opening the responses.

Post-Response Presentations

The school district, in its sole discretion, reserves the right to request post-response presentations from all, some, or none of the Service Providers.

Incurred Costs

The school district is not responsible for any costs incurred by any Service Provider for any work performed relative to the preparation of a Response to the RFP or negotiation of a contract for service, including the costs for the preparation of the information solicited herein.

Terms of Payment:

The successful bidder will invoice the School District at completion, terms net forty-five. The School District shall pay the successful bidder at the completion of the project.

Taxes

The School District is exempt from all taxes, including state and federal taxes. Exemption certificates will be furnished upon request.

Licensure

Before a contract pursuant to the RFP is executed, the selected Firm must hold all applicable business and professional licenses, permits, etc. the school district may require any or all Service Providers to submit evidence of proper licensure.

Disclosure of Proposal Contents

All Responses and materials submitted in response to the RFP shall become the property of the school district. Selection or rejection of a Response does not affect this right. All response information shall be held in confidence during the evaluation process, to the extent permitted by law. Upon the completion of the evaluation of Responses, the Responses and associated materials shall be open for review by the public. By submitting a Response, the Service Provider acknowledges and accepts that the full contents of the Response and associated documents may become open to public inspection.

Contract Requirements

The school district considers the RFP legally binding and will require that this RFP and the resulting Firm's Response be incorporated by reference into any subsequent contracts between the Firm and the school district. It should be understood by the Firm that this means the school district expects the Firm to satisfy all requirements listed herein. Exceptions should be explicitly noted in your Response.

A. Applicable and Governing Law Clause-This Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Michigan. All duties of either party shall be legally performable in Michigan. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Michigan.

B. General Indemnification-The Firm agrees to indemnify, defend and hold harmless the school district, its Participants, successors, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the Firm and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this Agreement by the Firm; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any

representation or warranty by the Firm under this Agreement. The Firm agrees to notify the school district by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this Agreement.

C. Right to Terminate for Breach- Each party shall have, in addition to all other remedies available to it, the right to terminate this Agreement immediately upon written notice to the other party that the other party has committed a material breach of any of its obligations herein and such material breach shall not have been cured or corrected within ten (10) days following written notice of the same. Upon termination of this Agreement by either party for breach of default of the other party, each party shall be entitled to exercise any other right, remedy, or privilege which may be available to it under applicable law or proceed by the appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement.

PROTEST PROCEDURES

Offeror's whose proposal has been timely filed and who is aggrieved by the award of a contract to another offeror may appeal the decision by filing a written notice of appeal. The notice must be filed within five (5) business days of the date of the award of Contract, exclusive of Saturdays, Sundays, and legal state holidays. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, and section of the solicitation document and/or award of Contract.

An appeal will be heard by the designated school administration unless the petitioner is not an aggrieved party, or a prior request by the same petitioner relating to the same contract award has been granted, or the request is capricious, frivolous, or without merit. The burden of proof lies with the petitioner. The evidence presented must specifically address and be limited to one or more of the following:

- Violation of State or Federal law.
- Irregularities creating fundamental unfairness; or
- Arbitrary or capricious award.

The appeal will be reviewed by the designated school administration who will provide a written response within ten (10) business days after hearing the appeal. If the appealing party is not satisfied with the response, the petitioner may appeal to the designated school's Board of Education for further review. Further review must be requested in writing and must be received by the Board of Education within five (5) business days after the date of the administration's response. The request for further review must state the reasons the administration's response is being rejected. The designated schools Board of Education will review the original appeal and supporting documentation; the response and supporting documentation; and the request for review and supporting documentation. The Board of Education will meet to rule on the appeal no later than ten (20) business days after receipt for further review. The decision of the Board of Education shall be in writing and shall be the final decision on the matter.

SECTION 3: CONTRACT REQUIREMENTS

This contract shall be governed in all respects --as to validity, construction, capacity, performance, or otherwise -- by the laws of the State of Michigan.

CIVIL RIGHTS ACT: Contractors providing services under the Request for Proposal herewith assure the school district that they are conforming to the provisions of the Civil Rights Act of 1964 as amended.

NON-COLLUSION AFFIDAVIT: Bidders shall submit a non-collusion affidavit as prescribed by the Michigan Board of Accounts with the official bid forms attached. This form must be notarized.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time or 30 days whichever is shorter, correction may be made by the buyer at Seller's expense.

FORCE MAJEURE: If by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement then such party shall give notice and full particulars of Force Majeure in writing to the other part within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockout, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Michigan or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, acts of war, or any other causes no reasonably in the control of the party claiming such inability.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both parties or their duly authorized agents.

PUBLIC INFORMATION: This RFP and all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Michigan Access to Public Records Act, after a contract is awarded. Respondents are hereby notified that school district strictly adheres to all statutes, court decisions, and opinions of the Michigan Attorney General with respect to disclosure of bid information. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the school corporation cannot guarantee that it will not be compelled to disclose all or part of any public record under the Indiana Access to Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Indiana law.

BUY AMERICAN PROVISION: The school district participates in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and are required by law to use nonprofit School Nutrition Program (SNP) funds, to the maximum extent practicable, to buy domestic commodities or products for meals served under the NSLP and SBP. 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.

The term substantially means that over fifty-one percent (51%) of the final processed product consists of agricultural commodities that were grown domestically.

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), 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: How to File a Complaint, 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:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights 1400
Independence Avenue, SW
Washington, D.C. 20250-9410.
fax: (202) 690-7442; or
email: program.intake@usda.gov.

This institution is an equal opportunity provider.

LUNSFORD ACT REQUIREMENT: The Jessica Lunsford Act requires all contracted vendors who are permitted access on school grounds when students are present, who have direct contact with students, or have access to or control of school funds, to undergo a background check.

ASSURANCE OF ETHICAL PRACTICES: All bidders must have a company policy of maintaining the highest level of professional and ethical standards in the conduct of its business. Bidders must place the highest importance on its reputation for honesty, integrity, and high ethical standards. This Policy should serve as a reaffirmation of the importance of the highest level of ethical conduct and standards for all employees within the company. Each employee who is materially involved in any of the company's documentation, billing or competitive practices has an obligation to familiarize himself or herself with all such applicable laws and regulations and to adhere at all times to the requirements thereof. Where any question or uncertainty regarding these requirements exists, it is incumbent on, and the obligation of, each employee to seek guidance from a knowledgeable officer of, or attorney for, the company.

IRAN ECONOMIC SANCTIONS ACT: In accordance with Michigan Public Act No. 517 of 2012, all Proposals must be accompanied by a sworn and notarized statement certifying that the Vendor is not an Iran Linked Business. The School District will not accept a Proposal that does not include this sworn and notarized

statement. The Affidavit of Compliance – Iran Economic Sanctions Act is attached to this RFP as FORM 10.

INSURANCE: Commercial General Liability Insurance is required as follows: on an “Occurrence Basis” with limits of liability not less than \$1,000,000 each occurrence, \$4,000,000 aggregate, combined single limit, Personal Injury, Bodily Injury and Property Damage.

Professional Liability Insurance (Errors & Omissions): of \$1,000,000 each occurrence and \$3,000,000 annual.

Workers Compensation including Employer’s Liability Coverage: of \$100,000 each accident, \$500,000 annual aggregate, in accordance with all applicable Michigan law.

OTHER REQUIRED CONTRACT PROVISIONS: All bidders (contractors and subcontractors) shall be in compliance with the following applicable provisions or conditions as mandated by the Office of Federal Procurement Policy, United States Department of Agriculture (USDA) and/or the State of Michigan:

- Executive Order 11246 of September 24, 1965, entitled “**Equal Employment Opportunity**” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). 16.2
- Copeland “**Anti-Kickback**” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by the Department of Labor regulations (29 CFR Part 5).
- **Clean Air Act** (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Contract Act (33 U.S.C. 1251-1387), as amended for all contracts, subcontracts and sub grants of amounts in excess of \$100,000.
- **Energy efficiency** standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- **Solid Waste Disposal Act** (Section 6002), as amended by the Resource Conservation and Recovery Act, procuring only items designated in guidelines of the Environmental Protection Agency (EPA) (40 CFR Part 247), that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; 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.
- 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 OMB guidelines at 2 CFR 180, “**Debarment and Suspension.**” CNP-STC members are prohibited from contracting with a company or individual that has been debarred, suspended, or otherwise excluded, or declared ineligible for all contracts, and subcontracts. Excluded Parties List can be reviewed at <http://www.sam.gov>
- **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352), contractors must certify 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

SECTION 4: INSTRUCTIONS FOR FORMS REQUIRED WITH SUBMITTALS

All proposals must be printed and signed by an authorized member of the Proposer's firm. NO ORAL, FAX or E-MAILED proposals will be accepted. All of the forms listed below must be submitted with the RFP packet and delivered to the School District in sealed envelope per guidelines above.

1. Form 1 – Vendor Experience and References
2. Form 2 – Project Scope and Timeline
3. Form 3 – Project Specifications/Bid Tabulation Form
4. Form 4 – Acknowledgement
5. Form 5 – Non-Collusion Affidavit
6. Form 6 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
7. Form 7 - Certification Required for Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
8. Form 8 – Compliance Certification to EPA Regulations Applicable to Grants, Sub grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds
9. Form 9 - Familial Relationship Disclosure Form
10. Form 10 - Sworn and Notarized Affidavit of Compliance Iran Economic Sanctions Act pursuant to Michigan Public Act 517 of 2012

Selection Criteria

Proposals will be evaluated based upon the following selection criteria:

Category	Form Number	Points Possible out of 100
Vendor Experience and References	Form 1	15
Ability to meet Project Scope and Timeline	Form 2	10
Project Specifications Held	Form 3: Bid Tabulation Form	25
Fulfillment of and Quality of Equipment Specifications	Form 3: Bid Tabulation Form	20
Contract Charges, Fees, and Payments (PRICE)	Form 3: Bid Tabulation Form	30

FORM 1: VENDOR EXPERIENCE AND REFERENCES

Name of Organization: _____

Contact Information for Point Person: _____

In detail, answer the questions below. All value-added statements must be true and will be used during the contract if the Proposal is selected.

1. Describe your organization. Highlight your services

2. What differentiates you and the products you are proposing from the competitors in the market?

3. Please provide at least 3 Michigan or Midwest school customers for references on similar projects.

4. What value-added services do you offer to your school customers?

5. What K12 school related committees/groups do you and/or your employees belong to or participate in?

FORM 3: PROJECT SPECIFICATIONS

BASIS OF DESIGN FOR PROJECT TO INCLUDE THE FOLLOWING:

Brands specified are basis of Design and alternates to said brands have not been approved for this project.

A. General Requirements:

1. Contractor shall be responsible for all work associated with the removal of the existing walk-in and the installation of new walk-in. This includes all skilled trades / sub-contractors required to complete the project.
2. Contractor will coordinate with the district any ceiling tile repairs after completion of project.
3. Contractor will coordinate with the district on the removal of existing / reinstallation of fire suppression from existing walk-in if necessary.
4. Contractor will coordinate with the district regarding the need to make repairs or modifications to the floor under the existing walk-ins and ensure the space will be suitable for the new installation.
5. Contractor is responsible for verifying all final field measurements and final field inspections.
6. Contractor shall provide an adequate number of qualified, experienced personnel capable of performing the required work within the time frames set forth in Owner's schedule. All workmen and subcontractors performing work shall be skilled in their respective trades.
7. Contractor is responsible for repairing any roof penetrations. If existing roofing penetrations paths are not utilized a roofing contractor may be required.
8. The Contractor must secure all equipment and materials at the site. Contractor shall be responsible for any and all damages to existing building or grounds, sustained as a result of work under this contract, caused by either the installation of its work or in the delivery of materials and equipment for its use. The cost of repairing or replacing such damage shall be borne by the responsible Contractor. The repair or replacement work shall be done in a manner as to leave the facilities in the same condition as before the damage occurred, to the complete satisfaction of the Owner. The Contractor is responsible for all damages and losses until the installation has been completed and accepted by the Owner.
9. Each bidder shall compare the premises with the specifications and be satisfied as to the conditions affecting the services to be provided before submitting their proposal. No allowance or extra consideration on behalf of any bidder will subsequently be allowed by reason or error or oversight on part of the bidder.
10. Any work not included with these specifications that are required will not be accepted without approval of the owner. Any additional work must be brought to the owner's attention immediately.

Pricing must include the following scope of work:

- Remove, demo and properly dispose of existing cooler. Refrigeration shall be disposed of as required per state requirements.
- Furnish and install a new 10' x 10' x 8' walk-in cooler box
- Furnish and install a Bohn walk in cooler mechanical split system
 - o Standard low profile evaporator
 - o Roof mounted condensing unit
- Install new insulated line set

- Install new cooler controls
- Furnish and install refrigeration and drain piping
- Pressure test, evacuate, and start system
- Verify operation

Installation must occur during a non-student period and must be scheduled with owner before work can commence.

END OF EQUIPMENT SPECIFICATIONS

FORM #3: BID TABULATION FORM

School	Item #	Qty	Model	Description	Manufacturer Spec	Manufacturer Submitted by Dealer	Cost
TOTAL FOR ALL WORK SAID ABOVE:							
Company Name & Address							
PRINTED NAME OF BIDDING REP & DATE:							

CONTRACT/PAYMENT TERMS
PLEASE DETAIL DEALER REQUIRED PAYMENT TERMS IF DIFFERENT FROM THOSE LISTED IN RFP

FORM 4: ACKNOWLEDGEMENT

The undersigned hereby agrees that the Response to the RFP is a legal and binding offer and the undersigned, on behalf of its Firm, agrees to furnish and deliver the services in accordance with the terms, conditions and prices herein quoted.

Firm Name:

Signed by (no electronic):

Print Name:

Title:

Date:

Address:

Phone Number:

E-mail:

FORM 5: NON-COLLUSION AFFIDAVIT

STATE OF _____

_____ COUNTY

The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor to prevent any person from making an offer nor to induce anyone to refrain from making an offer and that this offer is made without reference to another offer.

Offeror (Firm)

Signature of Offeror or Agent

Subscribed and sworn to before me this _____ day of _____, _____

My Commission Expires: _____

Notary Public

County of Residence _____

Source: IC 5-22-16-6

**FORM 6: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

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

Business Name:

Date:

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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 by reason of changed circumstances.

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 the 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 (13CFR Part 145).

The prospective lower tier participant agrees by submitting this proposal 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.

The prospective lower tier participant further agrees by submitting this proposal that it will include the 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.

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 the Non-Procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**FORM 7: CERTIFICATION REQUIRED FOR GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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, or an employee of a Member of Congress 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.

Business Name:

Date:

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

**FORM 8: COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS,
COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

I, _____ the Proposer, in connection the RFP for produce distribution, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

PHONE _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE

**FORM 9: FAMILIAL RELATIONSHIP DISCLOSURE FORM
AFFIDAVIT OF BIDDER**

The undersigned, the owner or authorized officer of _____(the Bidder), pursuant to the familial disclosure requirements provided in the Advertisement for Bid, hereby represents and warrants, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____(the Bidder) and any member of the Board of Education of the School District or the Superintendent of Milan Area Schools.

List and describe any Familial Relationships:

BIDDER:

By: _____

Its: _____

STATE OF MICHIGAN

COUNTY OF _____

Subscribed and sworn to before me on the _____ day of _____ 2021,

by _____

_____(notary public)

_____County, Michigan

My Commission Expires: _____

Acting in County of _____

FORM 10: SWORN AND NOTARIZED AFFIDAVIT OF COMPLIANCE IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

All bidders must submit the following certification statement in compliance with Public Act No. 517 of 2012 (the "Iran Economic Sanctions Act") and attach this form to the bid.

The Milan Area Schools Board of Education shall not accept any bid that does not include this sworn and notarized certification of statement.

The undersigned, the owner or authorized officer of _____ (the Bidder), pursuant to the compliance certification requirement provided in the Hartland Consolidated Schools Request for Proposal, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran linked business" within the meaning of the Iran Economic Sanctions Act, and that in the event the Bidder is awarded a contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran linked business" at any time during the course of performing the work or any services under the contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification is made, whichever is greater, the cost of the Hartland Consolidated Schools investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date it is determined that the person has submitted the false certification.

BIDDER'S FIRM NAME: _____

BY (SIGNATURE): _____

PRINTED NAME & TITLE: _____

DATE: _____

STATE OF MICHIGAN

COUNTY OF _____

Subscribe and sworn before me on this _____

Day of _____, 20____, a Notary Public

In and for _____ County,

Notary Public

My Commission expires _____