



Gull Lake Community Schools

Request for Proposals for Custom Tables at:

**Thomas M Ryan
Intermediate School
9562 M-89
RICHLAND, MI 49083**

April 2026

SECTION 1
ISSUE AND TIMELINE INFORMATION

INTRODUCTION

This is a Request for Proposal (RFP) from responsible parties to remove and dispose of 18 each existing tables at Richland Elementary and provide 16 new tables at THOMAS M RYAN INTERMEDIATE SCHOOL (address on title page) (transferring the current tables from Ryan to Richland on behalf of GULL LAKE COMMUNITY 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 within one week of the bid opening with completion of the project by AUGUST 14, 2026. This will be a delivery-only RFP. 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.

SUMMARY OF SERVICES REQUESTED

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.

The school district is seeking proposals for the equipment above. The intent of the RFP is to award a sole source agreement to one of the participating proposers. Please see detailed timeline for responses below.

PROCESS INSTRUCTIONS FOR FORMS REQUIRED WITH SUBMITTALS:

All of the below forms must be submitted with the RFP packet to school all notarized and delivered 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 (*BID TABULATION EXCEL FORM SENT AS A SEPARATE DOCUMENT TO RFP PACKET*)
4. Form 4 – Acknowledgement
5. Form 5 – Non-Collusion Affidavit
6. Form 6 – Historically, Underutilized Business (HUB) Certification
7. Form 7: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
8. Form 8: Certification Required for Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
9. Form 9: Compliance Certification to EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds
10. Form 10: Familial Disclosure Statement
11. Form 11: Affidavit of Compliance – Iran Economic Sanctions Act
12. Form 12: Bid Bond - Project

Proposals

Sealed Proposals/Bids are to be submitted to the School District (DELIVERED VIA MAIL OR COURIER) by 1:30 PM EST May 14, 2026 The location of the bid opening will be at the administration offices located at the administration offices located at the same address as the below submittal address.

GULL LAKE COMMUNITY SCHOOLS

ATTN: AMANDA MCELROY – DIRECTOR OF BUSINESS SERVICES

MARK PACKET (THOMAS M RYAN INTERMEDIATE CAFETERIA TABLES RFP)

10100 East D AVE

RICHLAND, MI 48083

Proposals/bids will be reviewed by the owner after this date per scoring matrix within as directed with the RFP and a formal award intended by May 22, 2026.

Each respondent is to respond to all required items as directed in the RFP.

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.

Request for Additional Information

Direct any request for additional information contact at email. Any information that the school district deems appropriate to provide in response to the Proposer's request for additional information will be shared with all proposers.

Deadline for clarification requests is May 8, 2026

Josh Reames (Director of Dining Services) jreames@gulllakecs.org

Timeline for Proposal Award

If the school district decides to award a contract as a result of the RFP, the award is intended to be made by May 22, 2026

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 offerors 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.

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 | April 28, 2026 |
| 2. Deadline for Clarification Requests | May 8, 2026 |
| 3. Due Date for Responses and Opening | May 14, 1:30 PM EST |
| 4. Intended Contract Award | May 22, 2026 |
| 5. INSTALLATION/FACILITY UPGRADES | complete by August 14, 2026 |

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.

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.

D. 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 and 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 Michigan Access to Public Records Act, since information deemed to be confidential by Respondent may not be considered confidential under Michigan 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.

HUB POLICY STATEMENT: The school corporation is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of the school corporation to involve qualified HUB and minority/women owned businesses to the greatest extent feasible in the food service department's procurement of goods, equipment, and services. The school corporation contractors, suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remains the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with the school corporation shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity in procurement process.

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.

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 Department:

- 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 subgrants 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

RFP RESPONSE FORMS -MUST FILL OUT FORM 3 EXCEL FILE AND SUBMIT WITH PAPERWORK

Proposals must be submitted as a response form. The form provides the format for the Proposal and must be completed and submitted for the proposal to be considered.

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	20
Fulfillment of and Quality of Equipment Specifications -Specs held	Form 3: Bid Tabulation Form	30
Contract Charges, Fees, and Payments (PRICE)	Form 3: Bid Tabulation Form	35

Forms 1-9 (*see Note below on Form3) must be completed and signed along with Bid Tabulation Form with the RFP.

NOTE: FORM #3 IS FOR REFERENCE ONLY AND NO SIGNATURES REQUIRED. INPUT COSTS FROM FORM #3 ON BID TABULATION FORM.

PROCESS INSTRUCTIONS FOR FORMS REQUIRED WITH SUBMITTALS:

All of the below forms must be submitted with the RFP packet to school, all notarized and delivered in sealed envelope per guidelines above.

13. Form 1 – Vendor Experience and References
14. Form 2 – Project Scope and Timeline
15. Form 3 – Project Specifications/Bid Tabulation Form (*BID TABULATION EXCEL FORM SENT AS A SEPARATE DOCUMENT TO RFP PACKET*)
16. Form 4 – Acknowledgement
17. Form 5 – Non-Collusion Affidavit
18. Form 6 – Historically, Underutilized Business (HUB) Certification
19. Form 7: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
20. Form 8: Certification Required for Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
21. Form 9: Compliance Certification to EPA Regulations Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds
22. Form 10: Familial Disclosure Statement
23. Form 11: Affidavit of Compliance – Iran Economic Sanctions Act
24. Form 12: Bid Bond - Project

FORM 2: PROJECT SCOPE AND TIMELINE

1. Please describe your plan to be able to deliver on the described project timeline and scope and list estimated ship dates (lead times) on all equipment.

2. How do you plan to address product supply, logistics, and manufacturing issues in order to deliver and install the equipment within the timeframe addressed in the RFP?

FORM 3: PROJECT SPECIFICATIONS

BASIS OF DESIGN FOR PROJECT TO INCLUDE THE FOLLOWING:

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

**SCOPE OF WORK FOR PROJECT TO INCLUDE THE FOLLOWING
(PROJECT COORDINATION BY DEALER)**

TURN-KEY SCOPE OF WORKS DEFINED

1. Remove and dispose of 14 existing tables at Richland Elementary
2. Transfer custom tables from Thomas Ryan Intermediate to Richland Elementary
3. Provide the 18 new tables to Thomas Ryan Intermediate; transfer 1 each of the new ADA tables and 12 each chair from Thomas Ryan Intermediate to Richland Elementary
4. Manufacturer to deliver, completely install and set-in-place

DEALER RESPONSIBILITIES INCLUDE:

1. Remove and dispose of 14 each existing tables at Richland Elementary
2. Transfer custom tables from Thomas Ryan Intermediate to Richland Elementary
3. Provide 18 each new tables to Thomas Ryan Intermediate; transfer 1 ea of the new ADA tables and 12 stack chairs from Thomas Ryan Intermediate to Richland Elementary
4. Manufacturer to deliver, completely install and set-in-place
5. Coordinate timing of shipment, delivery and installation with owner
6. Certify warranty start on all items after successful installation
7. Confirm all measurements prior to release of equipment to factory.
8. Sign off on all required shop drawings and any other pertinent information required for release into production
9. Provide signed off on shop drawing to owner for records
10. Provide owners operating manuals in digital form and any operational training videos by manufacturer including authorized service agency contacts and information
11. Coordinate factory-rep training with owner’s staff at completion of project.
12. All items as defined “BY DEALER” within RFP.

- All products and services defined in “TURN-KEY SCOPE OF WORKS DEFINED”
- ITEMIZED EQUIPMENT SPECIFICATIONS Items 1, 2, 3 & 4

ITEMIZED EQUIPMENT SPECIFICATIONS

EQUIPMENT LOCATION – CAFETERIA

ITEM # 1	<u>WAVE TOP 12 STOOL TABLES WITH CUSTOM LOGO LAMINATE</u>
Quantity:	Four (4)
Manufacturer:	Palmer Hamilton
Model:	60T23293012W-S12

1. Four (4) Model 60T23293012W-S12 Wave Top Style Stool Tables, 29”H x 30”W x 12’L with custom logo laminate. Custom Logo Design and colors to be verified by school prior to being ordered.

ITEM # 2 **WAVE TOP 12 STOOL TABLES**

Quantity: Four (4)
Manufacturer: Palmer Hamilton
Model: 60T23253012W-S12

1. Four (4) Model 60T23293012W-S12 Wave Top Style Stool Tables, 29”H x 30”W x 12’L. Laminate colors to be verified by school prior to being ordered.

ITEM # 3 **12 STOOL TABLES WITH CUSTOM LOGO LAMINATE**

Quantity: Four (4)
Manufacturer: Palmer Hamilton
Model: 60T23293012-S12

1. Four (4) Model 60T23293012-S12 12 Stool Tables, 29”H x 30”W x 12’L with custom logo laminate. Custom Logo Design and colors to be verified by school prior to being ordered.

ITEM # 4 **12 STOOL TABLES**

Quantity: Four (4)
Manufacturer: Palmer Hamilton
Model: 60T23293012-S12

1. Four (4) Model 60T23293012-S12 12 Stool Tables, 29”H x 30”W x 12’L. Laminate colors to be verified by school prior to being ordered.

ITEM # 5 **WAVE TOP ADA TABLES WITH CUSTOM LOGO LAMINATE**

Quantity: Two (2)
Manufacturer: Palmer Hamilton
Model: 23M15303612W

1. Two (2) Model 23M15303612W Tables, 30”H x 36”W x 12’L with custom logo laminate. Custom Logo Design and colors to be verified by school prior to being ordered.

ITEM # 6 **Stackable Chairs**

Quantity: Twenty-four (24)
Manufacturer: Palmer Hamilton
Model: METHOD-18A-BLK-CHR

1. Twenty-four (24) Model METHOD-18A-BLK-CHR

ITEM # 7 **FACTORY DIRECT FREIGHT AND INSTALLATION**

RFP

Quantity: One (1)
Manufacturer: Palmer Hamilton
Model: FREIGHT AND INSTALLATION

1. Delivery, complete assembly and set-in-place

END OF EQUIPMENT SPECIFICATIONS

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: HISTORICALLY, UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Proposing companies that have been certified as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Please submit a copy of your HUB Certificate with this form, if applicable.

_____ I certify that my company has been certified as a Historically Underutilized Business (HUB) in the following categories: (Please check all that apply)

___ Minority Owned Business

___ Small Business

___ Women Owned Business

___ My company has NOT been certified as a Historically Underutilized Business (HUB)

Company Name

Signature of Authorized Company Official

**FORM 7: 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 8: CERTIFICATION REQUIRED FOR GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS – IF APPLICABLE**

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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Business Name:

Date:

By: _____

Name and Title of Authorized Representative

Signature of Authorized Representative

FORM 10: FAMILIAL DISCLOSURE STATEMENT

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 ***Gull Lake Community 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 11: IRAN ECONOMIC SANCTIONS ACT – MICHIGAN PUBLIC ACT NO. 517 OF 2012

AFFIDAVIT OF COMPLIANCE - IRAN ECONOMIC SANCTIONS ACT - Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of _____ (the "Contractor"), hereby certifies, represents and warrants that the Contractor (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 Contractor is awarded a contract as a result of the aforementioned Request For Proposal, the Contractor will not become an "Iran linked business" at any time during the course of performing the Work or any services under the contract.

The Contractor understands and agrees that, if the School District receives credible information that this Affidavit includes false information, the School District will conduct an investigation that may lead to the termination of this contract as provided in the Act. The Contractor agrees to indemnify the School District (including its agents, employees and representatives), and hold them harmless, for all actual attorneys' fees and costs, settlements, awards, judgments, interest, and bonds arising from or relating to any such investigation.

The Contractor further acknowledges that any person who is found to have submitted a false certification may be responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District's 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 that it is determined that the person has submitted the false certification.

CONTRACTOR:

Name of Contractor

By:

Its:

Date:

STATE OF _____)

_____) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, Notary Public
_____ County, My Commission Expires: __

Acting in the County of:

RFP

FORM 12: BID BOND REQUIREMENTS – REQUIRED FOR AMOUNT OF BID

BID BOND

I

NOW ALL PERSONS that we, _____
_____ as Principal, and

_____, as Surety, are held and firmly bound unto _____

_____ (hereafter called the "Owner") in the penal sum of ten percent (10%) of the amount of the bid referred to in paragraph 2 below, but not to

exceed _____ dollars (\$ _____), as hereinafter set forth and for the payment of which sum well and truly to be made, we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;

2. WHEREAS, the Principal has submitted a bid to the Owner for the Servery/Dishroom equipment replacement at project known **GULL LAKE MIDDLE SCHOOL SERVERY RFP.**

3. NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the Principal, and

a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid, or

b. in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

_____ day of _____, 20_____.

Principle (Seal)

ATTEST: Secretary By _____

Title (Seal)
Surety

ATTEST: Secretary By _____

Title