



**REQUEST FOR PROPOSALS
FOR
District Snack Vending**

RFP #23-1020B

**WALLED LAKE CONSOLIDATED SCHOOLS
Educational Services Center
850 Ladd Road, Building D
Walled Lake, Michigan 48390**

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Proposals (“RFP”) is for Walled Lake Consolidated Schools (the “School District”) to obtain firm, sealed bids for district Snack vending services for a five (5) year contract with the option to extend up to two (2) years on an annual basis.

1.2. SELECTION TIMELINE

NOTE: Throughout the remainder of this RFP, a bidder may be referred to as “Contractor.”

The School District’s anticipated timeline for its selection process is:

Issuance of this RFP	September 26, 2022
Deadline for written Requests for Clarifications	4:00 p.m., October 7, 2022
DUE DATE FOR PROPOSALS / BID READING	2:00 p.m., October 20, 2022
School District’s consideration of the Contract	November 03, 2022

PLEASE NOTE: The School District reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest.

II. SUBMISSION OF PROPOSALS

2.1. PROPOSAL SUBMISSION DEADLINE AND REQUIREMENTS

The Due Date for receipt of Proposals is:

October 20, 202 at 2:00 p.m. (EST) (the “Due Date”)

2.1.1. Proposal Envelope: The opaque envelope containing your Proposal must be marked in the lower left hand corner as follows:

SEALED PROPOSAL ENCLOSED
RFP #23-1020B – DISTRICT SNACK VENDING
[Contractor’s Name]
[Contractor’s Address]
[Contractor’s Telephone Number]

The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS
Attention: Julie Fortner
46740 Pontiac Trail
Walled Lake, Michigan 48390

- 2.1.2. Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the Due Date will not be accepted or considered. The School District is not liable for any delivery delays.
- 2.1.3. Returned Proposals:** All Proposals received after the Due Date will be unopened and made available to the respective Contractor for pick-up, at its sole cost and expense.
- 2.1.4. Signed Original Proposal:** Each Proposal must be an original and hard copy, and signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. NO ORAL, FAX or E-MAILED Proposals will be accepted. Each Proposal must be submitted on the Proposal Forms attached to this RFP.
- 2.1.5. Copies of Proposal:** The Contractor shall also submit with the signed original Proposal, two (2) complete copies of the signed original Proposal.
- 2.1.6. Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud at 2:00 p.m. Any interested parties may attend. No immediate decision will be rendered.
- 2.1.7. E-Mail Clarifications:** The School District intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the delivery of the Proposal itself, references in this RFP to "written" form of communications include e-mail.
- 2.1.8. Questions or Clarifications:** Prospective Contractors may request that the School District clarify information contained in this RFP. The School District will not respond to any Request For Clarification received after **4 p.m. on October 7, 2022**. Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Julie Fortner, Food Service Department Supervisor, at JulieFortner@wlcsd.org with a copy to Victoria Amore, Manager, Finance and Purchasing, at VictoriaAmore@wlcsd.org (Subject Line: 23-1020B District Snack Vending RFP). No response will be made to any oral questions. All questions and answers will be posted on the School District's website (<https://wlcsd.org/our-district/financial-information/bids/>). It is each Contractor's responsibility to check the School District's website prior to the RFP Due Date to ensure that it has received all of the information, including, but not limited to, all Addenda to this RFP.

- 2.1.9. Restrictions On Communication:** From the issue date of this RFP until a Contractor is selected and the selection announced, a prospective Contractor shall not communicate about the subject of this RFP or an Contractor's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, employees, or its Construction Manager, if any, except for additional Requests For Clarification in accordance with Paragraph 2.1.3 above, or as otherwise required by applicable law.
- 2.1.10. Addenda to the RFP:** All addenda will be issued through the School District's website and all addenda shall become a part of this RFP. Each Bidder must in its Bid, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Bidder to receive or acknowledge receipt of any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof.
- 2.1.11. RFP/Proposal Information Controlling:** The School District intends that all Contractors shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Contractor shall be effective unless confirmed by written communication contained in an addendum to this RFP, a Request for Clarification or other written response thereto, or in the Proposal.
- 2.1.12. Opening of Proposals:** At the specified location and Due Date stated above, all submitted Proposals shall be publicly opened and read aloud at 2:00 p.m. Any interested parties may attend. No immediate decision will be rendered.
- 2.1.13. Finality of Decision:** Any decision made by the School District, including the Contractor selection, shall be final.
- 2.1.14. 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 RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Contractors. The School District reserves the right to select one or more Contractors to perform the Work on behalf of the School District. In the event Contractor's Proposal is accepted by the School District and Contractor asserts exceptions, special considerations or conditions after acceptance, the School District, in its sole and absolute discretion, reserves the right to reject the Proposal and award the Contract to another contractor.
- 2.1.15. Release of Claims:** Each Contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Contractor.

2.1.16. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

2.1.17. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the Due Date for receipt of Proposals set forth above.

2.1.18. Collusive Bidding: The Contractor certifies that its Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same Work and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2.1.19. Debarment: Submission of a proposal in response to this RFP is certification that the Bidder 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. Submission is also agreement that the District will be notified of any change in this status.

2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Contractor and the required format for its Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis. Please also refer to Sections 2.1, 4.1 and 4.2 of this RFP for additional Proposal requirements.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of the RFP or form of Contract cannot be met by, or, in the Contractor's opinion, are not applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and requirements as set forth in this RFP and the form of Contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor'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 Proposal Forms provided as part of the Contractor's Proposal.

Each Proposal must include, at a minimum, the following:

2.2.1. A detailed list setting forth any exceptions to this RFP and/or the Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP cannot be met by, or on the Contractor's opinion are not applicable to, the Contractor.

- 2.2.2. **References:** Each Proposal must include detailed evidence that the Contractor is capable of successfully providing work for K-12 public school districts or institutions of similar capacity. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of work provided.
 - 2.2.3. Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
 - 2.2.4. Demonstrate that the Contractor understands and will comply with all regulatory laws, codes, and requirements of any Local, State, and Federal law that apply to the requirements and obligations under this RFP and the Contract.
 - 2.2.5. A completed Proposal Pricing Form provided as ATTACHMENT A.
 - 2.2.6. A completed Familial Disclosure Affidavit provided as ATTACHMENT B.
 - 2.2.7. A completed Iran Economics Sanctions Act Affidavit of Compliance provided as ATTACHMENT C.
- 2.3. **INSURANCE REQUIREMENTS:** The Contractor shall maintain, at its expense, during the term of the contract, the following:
- 2.3.1. **Workers' Compensation Insurance** with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
 - 2.3.2. **Commercial General Liability Insurance** with a minimum combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent bidders, and contractual liability coverage. The policy shall be endorsed to provide thirty (30) days written notice to the School District of any material change of coverage, cancellation, or non-renewal of coverage. If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent contractors.
 - 2.3.3. **Automobile Liability Insurance** covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
 - 2.3.4. **Insurance Companies:** All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A-rating by AM Best.

2.3.5. Payment of deductibles: The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required.

2.3.6. Other requirements: Evidence of Contractor’s insurance coverages, required herein, is to be provided to the School District and must indicate:

- A Best’s rating for each insurance carrier at A-VII or better,
- “Walled Lake Consolidated School District” is endorsed as an additional insured on the General Liability policies.

2.3.7. Policy renewal: The Contractor is responsible to provide updated certificates as policies renew.

2.4. SCOPE OF WORK

2.4.1. Purpose: Provide quality snack vending machine services to District students, staff, and visitors at various buildings throughout the District. The Contractor will provide all equipment, labor, supervision, installation, removal, stocking, maintenance, and repair of the vending machines.

2.4.2. District Statistics: The District encompasses more than 55 square miles and has nineteen (19) instructional buildings (3 high schools, 4 middle schools, and 12 elementary schools) and four (4) non-instructional buildings (Educational Services Center, Transportation & Operations Building, Outdoor Education Center, and Twin Sun Early Childhood Center). There are approximately 13,500 students and 1,600 staff within the District.

2.4.2.1. The District currently has eight (8) snack vending machines. There are four (4) located in middle schools, three (3) located in high school buildings, and one (1) in non-instructional buildings. The locations and hours of operation are noted in the table below:

Address	Qty.	Location	Hours On/Off
Central High School 1600 Oakley Park Rd. Walled Lake, MI 48390	1	Cafeteria	1:45 pm -7:00 am
Northern High School 6000 Bogie Lake Rd. Commerce, MI 48382	1	Cafeteria	1:45 pm -7:00 am
Western High School 600 Beck Rd. Walled Lake, MI 48390	1	Cafeteria	1:45 pm -7:00 am
Sarah Banks Middle School 1760 Charms Rd. Wixom, MI 48393	1	Cafeteria	1:45 pm -7:30 am
James R. Geisler Middle School 46720 W. Pontiac Trail Wixom, MI 48390	1	Cafeteria	1:45 pm -7:30 am
Clifford H. Smart Middle School 8500 Commerce Rd. Commerce Twp., MI 48382	1	Cafeteria	1:45 pm -7:30 am
Walnut Creek Middle School 7601 Walnut Lake West Bloomfield, MI 48323	1	Cafeteria	2:15 pm -7:30 am
Educational Services Center 850 Ladd Rd., Building D Walled Lake, MI 48390	1	500 Hallway (Non-Student Area)	Always On

2.4.2.2. In fiscal year 2021/22, sales from vending machines for the District’s three high schools were 16,475 units. There were no vending machines at the middle schools during this timeframe.

2.4.3. Equipment: The Contractor will be responsible for installation, maintenance, and removal of all vending machines over the course of the contract period.

2.4.3.1. The District reserves the right to determine the final location of machines and/or to add or remove machines as it deems to be in the best interest of the District. The District reserves the right to approve all vending machines before installation and require replacement, repair, or removal of machines which are considered unacceptable for any reason. All provisions, terms, conditions, rates, and fees in the contract will apply to all new, replacement, and existing equipment.

2.4.3.2. The Contractor is responsible for the maintenance, repair, and replacement of all vending machines. In the event a machine cannot be repaired on site, a substitute machine must be provided for the duration of the repair. The Contractor shall not keep or store non-operational machines on District premises.

- 2.4.3.3.** All machines shall be installed so as not to be obtrusive, cause any seepage or debris build-up underneath. Machines shall not obstruct the flow of foot traffic or interfere with emergency exits or access areas. Machines must be securely fastened to the wall, floor or other structure, or otherwise secured in such way as to prevent them from being rocked, bounced or tipped.
- 2.4.3.4.** Vending machines must have the ability to accept coins, bills, and credit/debit cards.
- 2.4.3.5.** All machines must meet the current Energy Star or equivalent rating and meet the Energy Star specifications for energy efficiency. Bidders are encouraged to refer to the following link for complete specifications:
https://www.energystar.gov/products/other/vending_machines.
- 2.4.3.6.** It is expected that the Contractor shall bear all the risk of loss to the vending equipment and any products or monies contained therein from theft or vandalism; however, in the event of repeated or significant theft, vandalism, destruction or loss, the vendor shall have the right to remove or move any piece of vending equipment.
- 2.4.3.7.** Upon expiration or termination of the contract, the awarded bidder shall remove all products and machines within ten (10) business days, or unless otherwise agreed upon by the parties.
- 2.4.4. Product Guidelines:** The District must comply with the USDA Smart Snacks in Schools guidelines for vending machines in student areas. There are no restrictions for the product in machines located in non-student areas. The Smart Snacks in Schools guidelines are as follows:

 - 2.4.4.1.** Be a grain product that contains 50% or more whole grains by weight (have a whole grain as the first ingredient); or
 - 2.4.4.2.** Have as the first ingredient a fruit, a vegetable, a dairy food, or a protein food; or
 - 2.4.4.3.** Be a combination food that contains at least ¼ cup of fruit and/or vegetable (for example, ¼ cup of raisins with enriched pretzels); and

2.4.4.4. The food must meet the nutrient standards for calories, sodium, fats, and total sugars outlined in the table below:

Nutrient	Guidelines
Calories	200 calories or less
Sodium	200 mg or less
Total Fat	35% of calories or less
Saturated Fat	Less than 10% of calories
Trans Fat	0 g
Total Sugars	35% by weight or less

2.4.5. Product Selection and Pricing:

- 2.4.5.1.** Contractors are required to submit a complete listing of products available for sale in the machines and the prices at which the items will be sold to the customer.
- 2.4.5.2.** Contractor shall be responsible for all licenses required to market the goods within the vending machines.
- 2.4.5.3.** The District reserves the right to approve any and all products and their selling price before use in the vending machines.
- 2.4.5.4.** Product prices must be clearly posted in each vending machine for each item. The price for items indicated on the machine must match the actual purchase price. Pricing must be accessible to customers and should encourage maximization of sales.
- 2.4.5.5.** All items sold must be of current manufacture and unexpired. All dated products must be removed from machines no later than the "Use By" date shown on the product. Product must have original, clean, and intact packaging and labels, and must meet all mandated regulations.
- 2.4.5.6.** Contractor must submit any increase in product prices in writing to the District for approval a minimum of 30 days prior to the proposed increase. After approval, Contractor shall post notice for affected products unless otherwise notified by the District.
- 2.4.5.7.** Contractor is responsible for all product recalls that affect vending machines and/or vending machine items. Contractor shall immediately notify the District of any applicable product recalls, remove all affected product(s), and post notice(s) regarding the recall(s).

- 2.4.6. Commission:** The Contractor shall compensate the District for the placement of the vending machines at the agreed-upon locations. The District shall be compensated based on a percentage of gross sales. The percentage commission rate shall be that amount as bid on the Proposal Pricing Form and accepted by the District.

Within ten (10) business days following the conclusion of the previous monthly period, the Contractor must submit its calculation of the percent of commission, by machine and location, and the commission payment. Commission payments shall be made payable to: "Walled Lake Consolidated School District" and shall be mailed to Walled Lake Consolidated Schools' Food Service Department, 46740 W. Pontiac Trail, Walled Lake, MI 48390.

2.4.7. Reports

- 2.4.7.1.** The Contractor must submit a monthly gross receipt report of daily revenues, including an itemized report of sales by item at each location. The report must be computer-generated or typed on pre-printed forms. In no event shall a handwritten report be allowed.
- 2.4.7.2.** The commission check must be submitted monthly to the District with a report that shows commission paid by machine.
- 2.4.7.3.** The Contractor is to supply and maintain a list of equipment by location, showing the types of machines and serial numbers. It is the responsibility of the Contractor to obtain protection deemed necessary to protect its interests.
- 2.4.7.4.** The District retains the right to audit Contractor's records related to sales at any time.

2.4.8. Contractor's Personnel

- 2.4.8.1.** The Contractor's personnel shall have the requisite certifications, skills, and experience to perform their designated tasks. Workers must be proficient in the operation and safe use of equipment, methods, and techniques. The Contractor shall be responsible for providing the training and level of supervision required for the personnel.
- 2.4.8.2.** The Contractor's employees will be professional, well-groomed, and polite when service District locations. All Contractor employees servicing the account must have company identification clearly visible at all times. Contractor employees must abide by all District

guidelines and policies including, but not limited to, those regarding health, safety, security, and alcohol, drugs, and tobacco.

2.4.8.3. The District reserves the right to refuse entry or require removal of any Contractor employees from District facilities for cause, as determined by the District. It is the Contractor's responsibility to ensure that the removed employee is prohibited from servicing the District's account and ensuring that there are no service interruptions.

2.4.9. Assignment: Contractor shall not assign the Contract, in whole or in part, without the School District's prior written consent.

2.4.10. Damages: The Contractor shall be held responsible for any breakage and/or loss of District property, equipment or supplies through negligence of the Contractor or their employees or subcontractors while working under this contract. The Contractor shall be responsible for restoring or replacing any data, equipment, facilities, etc. so damaged. The Contractor shall immediately report to District any damages to the premises, property, or equipment resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

2.4.11. Term: The Contractor shall render Services pursuant to this RFP commencing upon contract execution and continuing through June 30, 2026, with the option at the School District's discretion to extend this Contract by up to two (2) additional years on a year-to-year basis.

III. CONTRACTUAL OBLIGATIONS

3.1. CONTRACT

3.1.1. Contract: This is a Request for Proposals only. Proposals will be treated as offers to enter into a Contract with the School District. The School District and successful Contractor shall memorialize their contractual relationship and obligations by executing a contract. The Contract shall contain details relative to the Scope of Work required under this RFP, as well as the terms and conditions under which the Work shall be provided by the successful Contractor. Any exceptions to the terms and conditions contained in this RFP, or any other special considerations or conditions requested or required by the Contractor relative to this RFP shall be expressly/specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met by, or, in the Contractor's opinion are not applicable to, the Contractor, provided however, that exceptions or special conditions of the Contractor will not be binding upon the School District unless those exceptions or special conditions are expressly accepted by the School District, and incorporated

into the final Contract. Following the selection of the successful Contractor by the School District, a Contract will be finalized by the parties. The below sections contain information relative to selected provisions of the Contract and/or the expectations of the School District relative to the provision of the Work.

- 3.1.1.1. Familial Disclosure Affidavit:** All Contractors must provide familial disclosure in compliance with MCL 380.1267 and attach this information to its Proposal. The Proposal must be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner and/or any employee of the Contractor and any member of the School District's Board of Education or the School District's Superintendent. The School District will not accept a Proposal that does not include this sworn and notarized disclosure statement. The Familial Disclosure Affidavit is attached to this RFP as **ATTACHMENT B.**
- 3.1.1.2. 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 Contractor 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 **ATTACHMENT C.**
- 3.1.1.3. 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 Oakland County, Michigan.
- 3.1.1.4. General Indemnification:** Contractor shall indemnify, defend and hold harmless the School District, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, counter claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, injuries and liabilities, including actual attorney's fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Contract and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (ii) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule,

regulation, ordinance, policy and/or licensing and permitting requirements applicable to the Contract; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, contractors and agents under the Contract. The Contractor shall notify the School District by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which Walled Lake Consolidated School District may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract.

3.1.1.5. Compliance with Laws: Contractor shall comply with any and all applicable federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, under the Contract. Contractor, including its personnel, employees, contractors, consultants and agents shall be responsible for knowing the School District's policies concerning appropriate behavior of persons in School District facilities and, on School District properties, including for example, the prohibitions of sexual harassment and smoking, and shall comply with all such policies. Contractor represents and warrants to the School District that it shall at all times be in compliance with any and all applicable federal and state laws, rules, ordinances, policies and regulations and licensing and permitting requirement applicable to the Contract. Contractor shall indemnify, defend and hold School District harmless from any liability from its failure to so comply.

3.1.1.6. Right to Terminate on Breach: Each party shall have, in addition to all other remedies available to it, the right to terminate the Contract 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 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. Furthermore, if the School District must regularly request that the Contractor cure breaches of the Contract, such circumstances shall be grounds for termination of the Contract for cause, even if each breach on its own would not be material.

- **Events Upon Termination:** Upon termination of the Contract by either party for Breach or 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 appropriate court action to

enforce the terms of the Contract or to recover damages for the breach of the Contract.

- 3.1.1.7. Pricing:** Prices quoted are to be F.O.B. to Walled Lake Consolidated Schools. All purchases Prices shall be net; including transportation, insurance and delivery charges fully prepaid by the successful Contractor to destinations indicated in the Proposal.
- 3.1.1.8. Taxes:** the Walled Lake Consolidated School District is exempt from taxes. However, when state and local taxes are required on materials installed by the Contractor, such taxes must be included in the Contractor's Proposal price.
- 3.1.1.9. Proposal Withdrawal:** Contractors may withdraw its Proposals any time before the Due Date. Proposals may not be withdrawn for at least 90 days after the Due Date.

IV. PROPOSAL

4.1. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFP or deem necessary and appropriate by the Contractor for evaluation of its Proposal.

4.2. PROPOSAL CHECKLIST

In addition to the Proposal Pricing Form and any information required under Section 4.1 above, please attach copies of the following documents to your Proposal:

- 4.2.1.** Proposal Pricing Form and detailed list setting forth any exceptions to the RFP and/or Contract, or other special considerations or conditions of the Contractor, including explanations of such exceptions or the reason such terms and conditions of the RFP cannot be met by, or are not applicable to, the Contractor.
- 4.2.2.** List of at least three (3) references with an emphasis on K-12 school districts with which Contractor has contracted to perform similar services to the Scope of Work described herein. The Contractor must provide this information, including contact names, addresses, phone numbers and type and scope of Work/services provided.
- 4.2.3.** Contractor's Verification of addenda to the RFP, if any.
- 4.2.4.** Evidence of the Contractor's ability to provide adequate insurance coverages as required by this RFP and the Contract to protect the interests of the Contractor and the School District.
- 4.2.5.** Complete listing of products available for sale in the machines and the prices at which the items will be sold to the customer.

- 4.2.6.** Schedule of service frequency, including restocking of products and preventative maintenance on vending machines.
- 4.2.7.** Contractor's refund policy.
- 4.2.8.** Bidders may include in their proposal any other service or products that may be offered to the District, such as coolers, product donations, promotional and merchandising materials.
- 4.2.9.** A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B.**
- 4.2.10.** A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C.**

WALLED LAKE CONSOLIDATED SCHOOL DISTRICT
DISTRICT SNACK VENDING RFP #23-1020B
ATTACHMENT A - PROPOSAL PRICING FORM

CONTRACTOR INFORMATION:

Company _____

Name of Authorized Representative _____ Title _____

City _____ State _____ Zip _____

Email Address _____ Telephone Number _____ Fax Number _____

ACKNOWLEDGEMENT OF ADDENDA TO RFP

The Contractor acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

Addendum Number _____ dated _____

MISCELLANEOUS INFORMATION:

Is on-line reporting available for sales sold by machine? Yes No

Is a copy of your refund policy included with your proposal? Yes No

Have you included a complete listing of products available for sale in the machines and the prices at which the items will be sold to the customer? Yes No

Have you included your schedule of service frequency (restocking products and preventative maintenance of vending machines, etc.)? Yes No

REFERENCES:

DISTRICT/COMPANY	CONTACT NAME	ADDRESS	PHONE NUMBER
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DISTRICT/COMPANY	CONTACT NAME	ADDRESS	PHONE NUMBER
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DISTRICT/COMPANY	CONTACT NAME	ADDRESS	PHONE NUMBER
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COMMISSION RATES ON GROSS SALES:

Product Description	Commission Rate				
	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5
	%	%	%	%	%
	%	%	%	%	%
	%	%	%	%	%
	%	%	%	%	%
	%	%	%	%	%
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	%	%	%	%	%
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	%	%	%	%	%
	%	%	%	%	%

List other services to be provided to the District: _____

The undersigned understands that the School District reserves the right to accept or reject in whole or in part any and all Proposals, to waive informalities and irregularities therein, and to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low

bidder) and to award the Contract to one (1) or more Contractors in the School District's sole and absolute discretion.

If award is made to our company based upon our Proposal, we agree to enter into a Contract with the School District to furnish the Work in strict accordance with this Request for Proposal, the Contract and our Proposal.

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this Request For Proposal and the Contract, unless specifically enumerated as an exception as part of our Proposal.

My signature certifies the Contractor is not suspended or debarred from federal procurement.

I hereby certify that I am authorized to sign as a Representative for the firm.

CONTRACTOR HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFP.

Name of Contractor

Signature/Principal

Printed Name & Title

Date: _____

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the "Contractor"), pursuant to the familial disclosure requirement provided in the Walled Lake Consolidated School District's (the "School District") Request for Proposals for Snow Plowing and Removal Services, hereby represents and warrants that, except as provided below, no familial relationships exist between the owner or any employee of the Contractor, and any member of the Board of Education of the School District or the Superintendent of the School District. A list of the School District's Board of Education Members and its Superintendent may be found at <http://www.wlcsd.org>.

List any Familial Relationships:

CONTRACTOR: _____

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20__, by
_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

- Walled Lake Schools Board of Education:**
 Mr. Christopher Titus, President
 Mr. Marc Siegler, Vice President
 Ms. Stephanie Kaplan, Treasurer
 Mr. Craig Peterson, Secretary
 Ms. Peggy Casagrande, Trustee
 Ms. Denise Dunn, Trustee
 Ms. Nancy van Leuwen, Trustee

Walled Lake Schools Superintendent:
Dr. Michael Lonze, Interim

ATTACHMENT C

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

The undersigned, the owner or authorized officer of the below-named contractor ("Contractor"), pursuant to the compliance certification requirement provided in the Walled Lake Consolidated School District's (the "School District") Request or Proposals for Snow Plowing and Removal Services (the "RFP"), 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 RFP, the Contractor will not become an "Iran linked business" at any time during the course of performing any Work under the Contract.

The Contractor 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 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 the 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 _____, 20__, by
_____.

, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of _____