



**REQUEST FOR QUOTATION
FOR
FRESH MADE SUBS**

RFQ #26-1005

**WALLED LAKE CONSOLIDATED SCHOOLS
Food Service Department
46740 W. Pontiac Trail
Walled Lake, Michigan 48390**

I. OVERVIEW

1.1. PURPOSE

The purpose of the Request for Quotation (“RFQ”) is for Walled Lake Consolidated Schools (the “School District”) to obtain quotes for fresh made subs for the child nutrition program.

1.2. SELECTION TIMELINE

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

Issuance of RFQ	09/09/2026
Deadline for Written Requests for Clarifications	09/28/2026, 4:00 pm
Product Sampling for Kitchen Staff & Students	09/17/2026, 11:15 am
Product Sampling for Board of Education and Administration	10/01/2026, 5:00 pm
Due date for Proposals	10/05/2026, 1:00 pm
Opening of Proposals (46740 W. Pontiac Trail, Walled Lake, MI 48390)	10/05/2026, 2:00 pm

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 5 2026 at 1:00 p.m. EDT (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
RFQ 26-1005 – FRESH MADE SUBS
[Bidder’s Name]
[Bidder’s Address]
[Bidder’s Telephone Number]

The envelope must also be addressed and delivered as follows:

WALLED LAKE CONSOLIDATED SCHOOLS
Attention: Executive Supervisor of Food Service
46740 W. Pontiac Trail
Walled Lake, Michigan 48390

- 2.1.2. Late Proposals:** Each Bidder 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 Bidder 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 Bidder's company. 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 Bidder 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 bidders 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. Additional Requests For Clarification:** Prospective bidders may request that the School District clarify information contained in this RFQ. All such requests must be made in writing via email. The School District will attempt to provide a written response to all written Requests For Clarification within two (2) business days after the receipt of such request. The School District will not respond to any Request For Clarification received after **4 p.m. on September 28, 2026.** Requests For Clarification and inquiries must be made via e-mail. All Requests For Clarification must be directed to Julie Fortner, Executive Supervisor of food Service, at JulieFortner@wlcsd.org with a copy to Victoria Amore, Executive Manager, Finance and Purchasing, at VictoriaAmore@wlcsd.org (Subject Line: 26-1005 Fresh Made Subs RFQ Request For Clarification). No response will be made to any oral questions. All questions and answers will be posted on the School District's website. 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 RFQ until a Bidder is selected and the selection announced, a prospective Bidder shall not communicate about the subject of this RFQ or an Bidder's Proposal with the School District, its Board of Education, or any individual member, administrators, faculty, staff, students, or employees, 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 RFQ:** If it becomes necessary to revise any part of this RFQ, notice of the revision will be e-mailed to all parties that requested a copy of this RFQ. All addenda will be issued through the School District's website and all addenda shall become a part of this RFQ. Each Bidder must in its Proposal, 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. RFQ/Proposal Information Controlling:** The School District intends that all Bidders shall have equal access to information relative to this RFQ, and that this RFQ contains adequate information. No information communicated, either verbally or in writing, to or from a Bidder shall be effective unless confirmed by written communication contained in an addendum to this RFQ, a Request for Clarification or other written response thereto, or in the Proposal.
- 2.1.12. Opening of Proposals:** All submitted Proposals shall be publicly opened and read aloud on October 5, 2026 at 2:00 p.m. at 46740 W. Pontiac Trail, Walled Lake, MI 48390. 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 Bidder 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 RFQ), 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 RFQ process or any Proposal, and the right to award the Contract to other than the Bidder(s) submitting the best financial Proposal (low bidder). The School District reserves the right to request additional information from any or all Bidders. The School District reserves the right to select one or more Bidders to provide fresh made subs to the School District. In the event Bidder's Proposal is accepted by the School District and Bidder 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 bidder.

2.1.15. Release of Claims: Each Bidder by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this RFQ process and selection of a Bidder.

2.1.16. Bidder Bears Proposal Costs: A recipient of this RFQ 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 RFQ, or any negotiations incidental to its Proposal or this RFQ.

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 Bidder 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.

2.2. PROPOSAL REQUIREMENTS AND FORMAT

This outlines the information that must be provided by each Bidder 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 RFQ for additional Proposal requirements.

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

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

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

2.2.2. References – Each Proposal must include detailed evidence that the Bidder is capable of successfully providing fresh made subs for K-12 public school districts or institutions of similar capacity. The Bidder must provide this information, including contact names, addresses, phone numbers and type and scope of work provided.

- 2.2.3.** Demonstrate that the Bidder 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 RFQ and the Contract.
- 2.2.4.** A completed Proposal Pricing Form provided as **ATTACHMENT A**.
- 2.2.5.** A completed Familial Disclosure Affidavit provided as **ATTACHMENT B**.
- 2.2.6.** A completed Iran Economics Sanctions Act Affidavit of Compliance provided as **ATTACHMENT C**.

2.3. SPECIFICATIONS

- 2.3.1. General Scope:** The awarded bidder will provide quality, fresh made subs to the stated locations prepared to District specifications. Price, quality, taste and ability to meet delivery demands will be given consideration in awarding the bid.
- 2.3.2. Elementary Schools:** Each of our twelve (12) elementary schools will receive a monthly delivery on Friday on a rotating schedule. We estimate 160 subs per week (40-70 subs per location) 3 elementary school deliveries per week. Elementary school locations are as follows:

Walled Lake Elementary School 1055 W. Maple Road Walled Lake, MI 48390	Commerce Elementary School 520 Farr Street Commerce, MI 48382	Keith Elementary School 2800 Keith Road West Bloomfield, MI 48324
Glengary Elementary School 3070 Woodbury Walled Lake, MI 48390	Loon Lake Elementary School 2151 Loon Lake Road Wixom, MI 48393	Hickory Woods Elementary School 30655 Novi Road Novi, MI 48377
Oakley Park Elementary School 2015 Oakley Park Road Walled Lake, MI 48390	Wixom Elementary School 301 N. Wixom Rd. Wixom, MI 48393	Meadowbrook Elementary School 29200 Meadowbrook Novi, MI 48377
Mary Helen Guest Elementary 1655 Decker Road Walled Lake, MI 48390	Pleasant Lake Elementary School 4900 Halstead West Bloomfield, MI 48324	Dublin Elementary School 425 Farnsworth White Lake, MI 48386

- 2.3.3. Middle Schools:** We anticipate a volume of approximately 30-50 subs per week (30 subs per location) for our three (3) middle schools. Each middle school will receive a once-a-week delivery based on a pre-arranged schedule. Middle school locations are as follows:

Clifford H. Smart Middle School 8500 Commerce Road Commerce Township, MI 48382	Sarah G. Banks Middle School 1760 Charms Road Wixom, MI 48393	Walnut Creek Middle School 7601 Walnut Lake Road West Bloomfield, MI 48323
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- 2.3.4. High Schools:** We anticipate a volume of approximately 80 subs per week (80 subs per location) for our three (3) high schools. Each high school will receive a once to twice-a-week delivery based on a pre-arranged schedule. High school locations are as follows:

Walled Lake Central 1600 Oakley Park Road Walled Lake, MI 48390	Walled Lake Northern 6000 Bogie Lake Road Commerce Twp., MI 48382	Walled Lake Western 6000 Beck Road Walled Lake, MI 48390
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- 2.3.5. Vendor Capacity:** The awarded bidder must have the ability to provide the volume of subs needed at school sites.

- 2.3.6. Nutritional Requirements:** Nutritional information must be available for all items. For subs to meet requirements of the school lunch program, each sub shall be a minimum 2 ounces Grain/Bread. Elementary must be **whole grain flour** and Middle/High School must be **enriched flour**. There must be a total of 2.3 ounces of meat/cheese. Please indicate on the bid form if you can provide reduced fat, reduced calorie, whole grain bread or low sodium meat/cheese.

- 2.3.7. Food Safety:** The awarded bidder agrees to adhere to food safety guidelines including, but not limited to:

2.3.7.1. Maintaining all required health permits, licenses, and inspections

2.3.7.2. Adhering to local health department regulations

2.3.7.3. Maintaining food at safe temperatures

2.3.7.4. Allowing the District to conduct periodic inspections of facilities and production as needed.

- 2.3.8. Freshness and Delivery Window:** All products are to be prepared fresh immediately prior to delivery and service. Products will be delivered between the hours of 9:40 a.m. and 12:45 p.m. depending on the lunchtime at the school being serviced. Products are to be delivered no later than 10 minutes prior to each school's lunch serving periods, with two or three deliveries per site based on volume and lunch times. School serving periods may be subject to change throughout the year. A firm delivery schedule will be provided to the successful bidder. **It is the awarded bidder's responsibility to follow news and school reports regarding school closings.**

- 2.3.9. Delivery Specifications:** Subs will be delivered in individual wrapped packaging and placed inside insulated pouches. Proper delivery temperatures must be maintained per Health Department requirements. The insulated pouches will be provided by the awarded bidder at no additional cost, and may be left on site for use during the lunch period. **SUBS MUST BE DELIVERED COLD – maximum of 41 degrees**

- 2.3.10. Delivery Frequency and Ordering:** Sub deliveries will occur once-twice a week at each of the three high schools, once a week at each of the four middle schools and approximately once a month at each of the twelve elementary schools with the possibility of increasing or decreasing frequency. A standing order will be established for each location which will be determined at a later date. Kitchen Managers from each secondary school will call 24 hours in advance with any order adjustment. Our Elementary Production kitchen will forecast orders 24 hours in advance with final adjustments on the morning of serving. It is the awarded bidder's responsibility to follow news and school reports regarding school closings.
- 2.3.11. Invoicing:** A delivery slip showing the exact quantity of each item delivered is to accompany each delivery and must be signed by a responsible food service school employee at each location. This delivery slip will be used as supporting documentation for the monthly statement of account. Each location is to be billed **separately**; however, all invoices/billing statements must be sent to the Food Service Office at **46740 West Pontiac Trail, Walled Lake, MI 48390** for proper processing and payment.
- 2.3.12. Quality and Timeliness:** Delivery of unacceptable subs shall be rejected and returned at vendor's expense for full credit. Examples of unacceptable product would include, but not limited to, warm subs, unevenly cut subs, not enough meat on the subs, too much meat on the subs, not enough bread or too much bread. The vendor will reduce the price of sub by 10% for the first tardy delivery, 25% for the second tardy delivery and 50% for the third offense. Continued late deliveries could ultimately lead to cancellation of this agreement. Adhering to strict delivery times is **very important** to the success of this agreement
- 2.3.13. Anticipated Commencement of Delivery:** It is anticipated that sub delivery will begin the first week of November 2026.
- 2.3.14. Merchandise:** The awarded bidder may provide appropriate logo merchandise, such as banners, posters, table tents, napkins, hats, etc., free of charge. Please include a sample or description of items available.
- 2.3.15. Termination:** The School District reserves the right to terminate this agreement for any reason. The Food Service Supervisor for the district may inspect production locations at any time during this agreement to make sure all Health Department procedures are being followed.
- 2.3.16. Assignment:** Awarded bidder shall not assign or subcontract the products in whole or in part without the School District's prior written consent.

2.3.17. Contract Term: Contract will be for three school years commencing November 5, 2026 continuing through June 30, 2029, with the option to extend by up to two (2) additional years on a year-to-year basis, at the School District's discretion.

2.4. EVAULATION AND SAMPLING

2.4.1. Kitchen Staff and Students: A sample of your product that meets or exceeds our specifications must be supplied for a blind, coded taste-testing and evaluation by elementary, middle and high school kitchen staff and students (approximately 100 people).

The sampling will be held on September 17, 2026 at 11:30 am at Geisler Educational Services Center Cafeteria, located at 46720 West Pontiac Trail, Walled Lake, MI 48390 (Kitchen Phone: 248-956-2935). Deliver to kitchen between 11:15 am – 11:30 am.

Please deliver, at no charge, the quantity and type of subs listed below, prepared to bid specifications and packaged in your company's sub package (as it would be delivered to our schools).

- Fifteen (15) cold Italian subs with whole grain bread
- Fifteen (15) cold Turkey & Cheese subs with whole grain bread
- Fifteen (15) cold Italian subs with enriched flour bread
- Fifteen (15) cold Turkey & Cheese subs with enriched flour bread

Please include nutritional information for the subs delivered for the sampling.

2.4.2. Board of Education and Other Administrators: A sample of your product that meets or exceeds our specifications must be supplied for a blind, coded taste-testing and evaluation by Board of Education members and other Administrators (approximately 15 people).

The sampling will be held on October 1, 2026 at 6:00 pm at the Geisler Educational Services Center, 46720 West Pontiac Trail, Walled Lake, MI 48390. Deliver to conference room B103 between 4:45 pm – 5:00 pm.

Please deliver, at no charge, the quantity and type of subs listed below, prepared to bid specifications and packaged in your company's sub package (as it would be delivered to our schools).

- Five (8) cold Italian subs with whole grain bread
- Five (8) cold Turkey & Cheese subs with whole grain bread
- Five (8) cold Italian subs with enriched flour bread
- Five (8) cold Turkey & Cheese subs with enriched flour bread

III. CONTRACTUAL OBLIGATIONS

3.1. FORM OF CONTRACT

3.1.1. Form of Contract: This is a Request for Quotation only. Proposals will be treated as offers to enter into the Contract (as defined above) with the School District. The School District and successful Bidder shall memorialize their contractual relationship and obligations using the form of Contract attached hereto as **ATTACHMENT D**. The Contract contains many details relative to the Services required under this RFQ, as well as the terms and conditions under which the Services shall be provided by the successful Bidder. The Contract should be reviewed carefully by each Bidder prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Contract, or any other special considerations or conditions requested or required by the Bidder relative to this RFQ or the form of Contract shall be expressly/specifically enumerated by the Bidder 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 Bidder's opinion are not applicable to, the Bidder, provided however, that exceptions or special conditions of the Bidder 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 Bidder by the School District, the 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 Services.

3.1.1.1. Familial Disclosure Affidavit: All Bidders must provide familial disclosure 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 Bidder 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 RFQ 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 Bidder 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 RFQ 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:** Bidder 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, bidders, 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 Bidder's performance of the Contract and/or from Bidder's violation of any of the terms of the Contract, including, but not limited to: (i) the negligent acts or willful misconduct of the Bidder, its officers, directors, employees, successors, assignees, bidders and agents; (ii) any breach of the terms of the Contract by the Bidder, its officers, directors, employees, successors, assignees, bidders 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 Bidder, its officers, directors, employees, successors, assignees, bidders and agents under the Contract. The Bidder 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:** Bidder 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. Bidder, including its personnel, employees, bidders, 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. Bidder 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. Bidder 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 Bidder 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.
- 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 Bidder to destinations indicated in the Proposal.
- 3.1.1.8. Taxes:** the Walled Lake Consolidated School District is exempt from taxes. A tax exempt certificate will be provided upon request of the awarded bidder.
- 3.1.1.9. Proposal Withdrawal:** Bidders 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 Bidder shall submit its Proposal using the Proposal Pricing Form attached hereto as **ATTACHMENT A**, along with any other information required by this RFQ or deem necessary and appropriate by the Bidder 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 RFQ and/or Contract, or other special considerations or conditions of the Bidder, including explanations of such exceptions or the reason such terms and conditions of the RFQ or form of Contract cannot be met by, or are not applicable to, the Bidder.
- 4.2.2.** List of Bidder's References with which Bidder has contracted to perform Work or services similar to the Services described herein. The Bidder must provide this information, including contact names, addresses, phone numbers and type and scope of Work/services provided.

- 4.2.3.** Bidder's Verification of addenda to the RFQ, if any.
- 4.2.4.** A completed Familial Disclosure Affidavit, which is attached hereto as **ATTACHMENT B.**
- 4.2.5.** A completed Iran Sanctions Act Affidavit of Compliance, which is attached hereto as **ATTACHMENT C.**

ATTACHMENT A

PROPOSAL PRICING FORM -
RFQ 26-1005 FRESH MADE SUBS

BIDDER INFORMATION:

BIDDER'S NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

ACKNOWLEDGEMENT OF ADDENDA TO RFQ

The Bidder acknowledges receipt of the following addenda:

Addendum Number _____ dated _____

Addendum Number _____ dated _____

BASE BID - Bidder may bid on any or all of the following options:

2026-27 SCHOOL YEAR	TWELVE ELEMENTARY SCHOOLS (OPTION 1)	THEREE MIDDLE SCHOOLS (OPTION 2)	THREE HIGH SCHOOLS (OPTION 3)
COST PER 6" SUB (ALL ITALIAN OR TURKEY & CHEESE)			

MISCELLANEOUS INFORMATION

How long has your company been in business at your current location? _____ (years)

Date of your most recent Health Department inspection report _____ (date)

Please check the subs available: ☐ reduced fat ☐ reduced calorie ☐ whole grain bread ☐ low sodium

REFERENCES

NAME DISTRICT PHONE

NAME DISTRICT PHONE

NAME DISTRICT PHONE

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 Bidder(s) submitting the best financial Proposal (low bidder) and to award the Contract to one (1) or more Bidders 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 the attached form of Contract with the School District to furnish the Services 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 Bidder is not suspended or debarred from federal procurement and is authorized to do business in the State of Michigan.

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

BIDDER HEREBY SUBMITS THIS PROPOSAL PRICING FORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE RFQ.

(Name of bidder)

Signature of Authorized Company Representative

Printed Name

Date

ATTACHMENT B

FAMILIAL DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the familial disclosure requirement provided in the Walled Lake Consolidated School District's (the "School District") Request for Quotation 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 Bidder, 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:

BIDDER:

Name of Bidder

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: _____

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 bidder ("Bidder"), 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 "RFQ"), 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, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a contract as a result of the aforementioned RFQ, the Bidder will not become an "Iran linked business" at any time during the course of performing any Work 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 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.

BIDDER:

Name of Bidder

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 _____

ATTACHMENT D

CONTRACT

This Contract ("Contract") is made on _____, 2026 ("Effective Date"), between **WALLED LAKE CONSOLIDATED SCHOOL DISTRICT**, a Michigan public school district ("School District"), whose address is 850 Ladd Road, Building D, Walled Lake, Michigan 48390 and _____, a _____ ("Vendor"), whose address is _____. The School District and Vendor may each be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

- A. The School District issued a Request for Quotation For Fresh Made Subs dated _____, as amended by [INSERT ADDENDA BY NAME AND DATE HERE] (collectively the "RFQ"), the purpose of which was to solicit proposals from qualified Vendors to furnish to the School District all of the materials and labor required to _____ identified in the RFQ in accordance with the terms and conditions contained in the RFQ and the Specifications attached thereto (the "Service").
- B. In response to the RFQ, the Vendor submitted to the School District a Proposal dated _____, to perform the Service contemplated by the RFQ.
- C. The Parties have, in accordance with the provisions of the RFQ, conducted negotiations concerning the Vendor's Proposal to the RFQ. The Vendor's Proposal together with written clarifications of the Parties, if any, are attached hereto, incorporated by reference and marked as **Exhibit A** (collectively referred to as the "Proposal").
- D. Pursuant to the terms of the RFQ, the Vendor is required to enter into a written contract in accordance with the School District's written acceptance of its Proposal.
- E. The Parties agree that certain terms, conditions and provisions of the RFQ and the Proposal must be further clarified and that certain additional terms and conditions need to be expressly set forth by way of this Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. RESTATEMENT CONSTITUTES THE CONTRACT

(a) **Incorporation By Reference.** The object of this Contract is to formalize in one document the complete agreement between the Parties, and to do so by specifically incorporating by reference into this Contract the RFQ, the Proposal and other related documents, and by including certain additional necessary or appropriate Contract terms, particularly where the Contract terms agreed to by the Parties during the RFQ negotiation process do not correspond with the RFQ and/or the Proposal.

(b) **Order of Precedence.** The Contract Documents, which are all incorporated herein by reference, include the following:

1. This Contract, including all Attachments hereto;
2. The RFQ, including the Specifications attached thereto; and
3. Vendor's Proposal.

To the extent that the terms and conditions of the Contract Documents are in conflict, the terms and conditions shall be interpreted in the above-referenced order from 1 to 3. However, the Parties also agree that where there is not a conflict between any of the terms and conditions contained in the above-referenced Contract Documents, all of the Contract Documents shall be binding upon both Parties, except to the extent the exceptions contained in the Vendor's Proposal are not expressly accepted by the School District in writing and incorporated into this Contract.

2. TERM and TERMINATION

(a) This Agreement shall commence November 2, 2026 and shall continue through June 30, 2029, 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.

(b) Each Party shall have, in addition to all other remedies available to it, the right to terminate this Contract 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. Furthermore, in addition to the rights of the School District under this Paragraph if the School District must regularly request that the Vendor to cure breaches of this Contract, such circumstances shall be grounds for termination of this Contract for cause, even if each breach on its own would not be material. Upon termination of this Contract by the School District for breach or default of the Vendor pursuant to this Paragraph, the School District 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 this Contract. If this Contract is terminated in accordance with any of the provisions contained herein, all rights of the Vendor under this Contract shall cease. Regardless of the basis for termination, the School District shall neither be liable to, nor obligated to pay, the Vendor for any incidental or consequential damages or lost profits, or costs incurred for Services not actually performed.

(c) Notwithstanding anything contained herein to the contrary, the School District may terminate this Contract at any time and for any reason or no reason at all upon written notice to the Vendor.

3. INSURANCE

The Vendor shall maintain, at its expense, during the term of this Contract the following insurance:

(a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.

(b) Comprehensive 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.

(c) If SubVendors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Vendors.

(d) 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.

(e) 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.

(f) The Vendor shall be responsible for payment of all deductibles contained in any insurance policy required in this Contract.

(g) Other requirements: Evidence of your insurance coverages, required herein, is to be provided to the School District and must indicate:
A Best's rating for each of your insurance carrier at A-VII or better,
"Walled Lake Consolidated School District" is endorsed as an additional insured on the General Liability policies.

4. VENDOR'S COMPENSATION

Based upon the School District's RFQ and the Vendor's Proposal, the School District shall pay the Vendor for its Services as follows:

5. MISCELLANEOUS

(a) **Notices.** All notices hereunder shall be in writing and shall be effective when sent by facsimile or electronic mail (provided, however, that any notice which could materially affect the rights of either Party shall also be sent by courier as provided herein) or a nationally known courier service such as UPS or Federal Express, addressed to the addresses written below, or to such other address as either Party may have last designated in writing in the manner herein provided. Such notice shall be deemed given when received, but in any event no later than four (4) days after sent by the internationally known courier. All notices shall be sent to the following address:

If to the Vendor:

Attn: _____

Copy To:

Attn: _____

If to the School District: Walled Lake Consolidated School District
Attn: Executive Manager, Finance and Purchasing
850 Ladd Road, Building D
Walled Lake, Michigan 48390

(b) Assignment. This Contract and any other interest herein may not be assigned or transferred, in whole or in part, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, and any assignment or transfer without such consent shall be null and void. This Contract shall be binding upon the successors, and subject to the above, assigns of either Party.

(c) Severability. If any provision of this Contract is held invalid or unenforceable, the remainder of this Contract shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

(d) Independent Vendor; No Joint Venture. It is expressly agreed that Vendor is acting hereunder as an independent Vendor and under no circumstances shall any of the employees of either Party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either Party to act for the other Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, the other Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby.

(e) Modifications. No provision of this Contract or any Exhibit hereto may be modified without the prior written consent of both Parties.

(f) **Captions.** The captions used in this Contract are for convenience only and shall not affect in any way the meaning or interpretation of the provisions of this Contract.

(g) **Governing Law.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Michigan. The Parties hereby agree to the exclusive jurisdiction and venue of courts sitting in Oakland County, Michigan.

(h) **Taxes.** Vendor is responsible for sales taxes and any other applicable taxes related to the Service provided under this Contract.

(i) **Entire Agreement.** This Contract and all Exhibits and documents incorporated herein by reference constitute the entire agreement between the Parties, and supercedes all previous agreements, whether written or oral.

IN WITNESS WHEREOF, the undersigned have caused this Contract to be duly executed on the dates indicated below.

VENDOR:

SCHOOL DISTRICT:

Vendor Name: _____

**WALLED LAKE CONSOLIDATED
SCHOOL DISTRICT**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

EXHIBIT A

WRITTEN CLARIFICATIONS