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# Request for Proposal (RFP): School Food Service Serving Line Equipment

School Year 2025/2026

## Hanover-Horton Schools

Issuing Entity: Hanover-Horton School District

Address: 10000 Moscow Rd, Horton, MI 49246

Contact Person: Cierra Warner, School Food Service Director

Email: [cierra.warner@concordschools.net](mailto:cierra.warner@concordschools.net)

Phone: (517) 990-3603

HANOVER HORTON HS

CONCEPTUAL RENDERING



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Any bidder wishing to protest the award must submit a written appeal to the Food Service Director within five (3) business days of the "Intent to Award" notice. The protest must state the specific legal or procedural grounds for the appeal. The District will provide a written response within ten (5) business days. All decisions by the Board of Education or their designee are final.

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# Request for Proposal (RFP) for School Nutrition Department Equipment Purchase

School Year 2025/2026 - Hanover-Horton School District

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## I. General Information and Instructions

- **RFP Title:** Request for Proposal (RFP) for School Nutrition Department School Serving Line Equipment Purchase - **School Year 2025/2026 - Hanover-Horton School District**
- **Issuing Entity:** Hanover-Horton School District (hereinafter "SFA")
- **Address:** 10000 Moscow Rd, Horton, MI 49246
- **Contact Person:** Cierra Warner, School Food Service Director
  - **Email:** cierra.warner@concordschools.net
  - **Phone:** (517) 990-3603 - *All inquiries must go through this person.*
- **RFP Timeline:**
  - RFP Issue Date: April 15th, 2026
  - Proposal Opening Date and Time: April 29th, 2026 at 2:00 p.m.
  - Site Walk-Through: April 20th, 2026 at 9:00 a.m. at Hanover-Horton High School
  - Deadline for Written Questions: April 20th, 2026
  - Deadline for Pre-Award Protests: April 22nd, 2026
  - Proposal Due Date and Time: April 29th, 2026 at 2:00 p.m. - *Strictly enforced.*
  - Anticipated Award Date: May 12th, 2026
  - Deadline for Post-Award Protests: May 13th, 2026
  - Anticipated Delivery & Installation Completion Date: August 15, 2026
- **Procurement Method:** This Request for Proposal (RFP) process is a **Competitive Sealed Proposal** method. This means that proposals will be evaluated based on the criteria outlined in this RFP, with price being a significant factor, but not the sole determining factor. Other factors include service & delivery timeline. The SFA reserves the right to negotiate with the highest-ranked offeror(s) to secure the most advantageous solution.
- **Opening of Bids:** The bids will be publicly opened and read aloud by the Superintendent at the School District's administrative offices, immediately following the deadline for bid submission on April 29, 2026, at 2:00 p.m. At least one (1) other School District employee will also be present. An award will not be made immediately. The School District's Board of Education will make any award at a later time and/or date.
- **Federal and State Compliance:** All purchases must comply with:
  - USDA Child Nutrition Program regulations (e.g., 7 CFR Part 210 for NSLP, 7 CFR Part 220 for SBP, 2 CFR Part 200 for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
  - State Department of Education/Agriculture regulations governing school nutrition.
  - The District takes affirmative steps to ensure Minority and Women's Business Enterprises (MWBE) are utilized per 2 CFR 200.321.

- Local and school board policies.
- By submitting a proposal, the vendor agrees to provide written certification agreeing to the following legally required terms as included in Attachment C:
  - **Davis-Bacon Act:** The General Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144). All laborers and mechanics employed or working upon the site will be paid unconditionally and not less often than once a week the full amount of wages and bona fide fringe benefits due at time of payment. General Contractor must pay prevailing wages in accordance with the applicable U.S. Department of Labor wage determination.
  - **Lobbying:** For contracts over \$100,000, a signed "Certification Regarding Lobbying" and SF-LLL (if applicable) must be included. This clause prohibits the use of federal funds to influence government officials and requires the contractor to formally certify their compliance with these anti-lobbying regulations. Additionally, it mandates the submission of **Standard Form-LLL** if any non-federal funds were used for lobbying activities related to the agreement.
  - **Buy American:** As noted above, "The General Contractor shall comply with the Buy American provision (7 CFR 210.21(d) and 220.16(d)). The General Contractor must provide certification for all equipment. If a non-domestic product is proposed, a 'Buy American Exception' form must be submitted for District approval prior to award."
  - **Familial Disclosure:** Each bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the board or the superintendent of the school district per MCL 380.1267.
  - **Debarment:** General Contractor certifies per 2 CFR 200.214 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - **Performance and Payment Bonds:** For contracts over \$50,000, each bidder must furnish performance and payment bonds in an amount equal to the bid amount.
  - **Iran Sanctions:** Each bid shall be accompanied by a certification or statement that the bidder is not an 'Iran linked business' as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311, et seq.
  - **Clean Air/Water:** The General Contractor agrees to comply with all applicable standards of the Clean Air Act and Federal Water Pollution Control Act.
- **Reservation of Rights:** The SFA reserves the right to:
  - Reject any and all proposals.
  - Waive minor informalities or irregularities.
  - Negotiate with the highest-ranked offeror(s).
  - Cancel the RFP at any time.
  - Award a contract to other than the lowest price if it's determined to be most advantageous to the SFA.
- **Cost of Proposal Submission:** All costs incurred by the offeror in preparing and submitting a proposal are the sole responsibility of the offeror.
- **USDA Nondiscrimination Statement:**  
In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights

regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at: [USDA Program Discrimination Complaint Form](#), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail: S. Department of Agriculture Office of the Assistant Secretary for Civil Rights [1400 Independence Avenue, SW Washington, D.C. 20250-9410](#); or
2. Fax: (833) 256-1665 or (202) 690-7442; or
3. Email: [Intake@USDA.gov](mailto:Intake@USDA.gov)

This institution is an equal opportunity provider.

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## II. Background and Scope of Purchase

- **SFA Overview:**
  - Replacing aging equipment, expanding capacity and extending menu capacity
- **Purpose of RFP:** The objective of this RFP is to secure qualified vendor (KEC)(s) for the purchase, delivery, and installation of new school nutrition department equipment for Hanover-Horton School District for the 2025/2026 school year. The District is seeking a qualified vendor to provide a turnkey solution for the replacement of the existing cafeteria serving lines. This project includes the procurement of all specified equipment, delivery, uncrating, assembly, and professional installation labor.
- **Goal:** To modernize the meal service environment, ensure compliance with current health department standards, and maximize throughput during limited meal periods.
- **Detailed Equipment Bid Sheet and Specifications:**
  - The specific equipment items being solicited, along with their minimum specifications, quantities, and desired manufacturers/models (or equivalent), are detailed in **Attachment A: Equipment Bid Sheet and Specifications**.
  - Proposers **must** utilize the provided Attachment A to submit their bids for each item. Any deviations from the minimum specifications must be clearly noted and justified within the proposal.
  - The SFA reserves the right to reject any proposal that does not adhere to the format or requirements of Attachment A.
- **Installation Requirements:**
  - **Scope:** The awarded vendor (KEC) will be responsible for the complete installation of all purchased equipment. This includes, but is not limited to, uncrating, setting in place, leveling, assembly of multi-part units, and connecting to existing utilities (electrical) as specified for each

item.

- **Utility Connections:** Hanover-Horton School District will ensure that appropriate utility connections (electrical outlets, drains and ventilation) are available and in close proximity to the installation locations **prior to the scheduled delivery and installation date**. The vendor (KEC) is responsible for making the final connections from the equipment to these existing utility points. Any modifications or extensions to the existing utility infrastructure required for the installation (e.g., new circuits, relocation of outlets, significant plumbing alterations beyond simple hook-up) **are not** within the scope of this RFP and will be the responsibility of the SFA or its designated contractors.
- **Testing and Commissioning:** Upon installation, the vendor (KEC) shall thoroughly test each piece of equipment to ensure full functionality in accordance with manufacturer specifications. This includes verifying proper operation, temperature calibration (where applicable), and safety features. SFA staff will be present for and must approve all final operational tests. Vendor is responsible for repair of any non-functioning or damaged equipment.
- **Clean-up:** The vendor (KEC) is responsible for the removal and proper disposal of all packaging materials, crates, and debris generated during the delivery and installation process. The installation area must be left clean and ready for immediate use.
- **Work Schedule:** All installation work must be coordinated with the SFA's Director of Food Services to minimize disruption to school operations, especially during school hours. Preference will be given to installations that can be completed during designated times, non-school hours or designated breaks, as agreed upon with the SFA.
- **Site Survey:** The vendor (KEC)s are strongly encouraged to conduct a site survey prior to submitting their proposal to assess existing conditions, access points, and specific installation challenges. Failure to conduct a site survey will not relieve the successful vendor (KEC) of their responsibility to complete the installation as specified.
- **Delivery Requirements:**
  - Delivery address: Hanover-Horton School, 10000 Moscow Rd, Horton MI 49246
  - Delivery timeframe: The vendor (KEC) must coordinate the delivery timeframe with SFA
  - Accessibility: None
  - Receiving hours/contacts: The vendor (KEC) must coordinate the delivery timeframe with SFA
- **Removal/Disposal of Existing Equipment:** SFA will be responsible for disconnecting, removing, and disposing of old equipment.
- **Warranty:** Minimum warranty period required for parts and labor.
- **Training:** Requirement for vendor (KEC) to provide basic operational and maintenance training to SFA staff post-installation.
- **Manuals:** Requirement for all applicable operation and service manuals.
- **Compliance with Buy American Provision (for Equipment):**
  - Vendor (KEC)s are required to supply domestic equipment to the maximum extent practicable.
  - A domestic commodity or product (including equipment) is defined as one that is produced or processed in the United States substantially using agricultural commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed product by weight or volume, excluding packaging, must consist of agricultural commodities that were produced in the United States. For manufactured goods (like equipment), this generally means the item must be manufactured in the U.S. and the cost of components from the U.S. must

- exceed 50% of the cost of all components.
  - Vendor (KEC)s must clearly identify any non-domestic equipment in their bid submission. Exceptions to the Buy American Provision may be made only when:
    - The product is not produced or processed in the United States in sufficient and reasonably available quantities of a satisfactory quality; or
    - Competitive bids reveal that the costs of domestic products are significantly higher than non-domestic products.
  - If a vendor (KEC) believes an exception applies, they must provide specific, written justification to the SFA *prior to* supplying the non-domestic product. This justification must include:
    - The specific equipment item requested.
    - The reason for the requested exception (e.g., specific domestic model is not available, price prohibitive).
    - The percentage of the product that is non-domestic.
    - A comparison of the cost of the domestic product vs. the non-domestic product, if price is the reason.
    - A description of the efforts made to find a domestic product.
  - The SFA reserves the right to approve or deny any requested exception.
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### III. Proposal Content and Submission Requirements

- **Instructions for Proposal Preparation:**
  - Proposal should be organized into clearly labeled sections/tabs.
  - Requirement for authorized signature on all official documents.
- **Bid Envelope:** An opaque, sealed envelope containing your Bid, and any other supporting data to be submitted therewith, must be marked in the lower right hand corner with the following description:

Hanover-Horton Schools  
Serving Line Improvement & Modifications  
[PROPOSER'S NAME]  
[PROPOSER'S ADDRESS]  
[PROPOSER'S TELEPHONE NUMBER]

The envelope must be addressed and delivered to:

Hanover-Horton Schools  
Attention: Denise Bergstrom  
Superintendent of Schools  
10000 Moscow Rd,  
Horton, MI 49246

- **Required Proposal Sections:**
  - **Executive Summary:** A concise overview of the offeror's proposal.
  - **Company Profile:**
    - Legal name, address, contact information.
    - Years in business, particularly in commercial kitchen equipment sales and installation for institutional clients.

- Organizational structure.
  - Financial stability (e.g., audited financial statements for the past 3 years).
  - References from similar school districts or institutional clients (contact names, phone numbers, email).
  - Certifications (e.g., small business, minority-owned, women-owned - if applicable to SFA's goals).
  - **Proposed Equipment and Specifications:**
    - **Itemized Proposal:** For each item requested in **Attachment A: Equipment Bid Sheet and Specifications**, provide:
      - Proposed Manufacturer and Model Number.
      - Detailed specifications matching or exceeding SFA's minimum requirements.
      - Confirm compliance with Buy American Provision for each item. If proposing a non-domestic item for which an exception is requested, provide the required justification here.
      - Warranty details for each item.
    - **Installation Plan:** Detailed plan for delivery, uncrating, placement, connection, testing, and completion of installation. Include estimated timelines.
    - **Training Plan:** Outline of basic operational and maintenance training provided to SFA staff.
  - **Cost Proposal/Pricing:**
    - **Itemized Price List:** A clear, itemized price for each piece of equipment, including:
      - Unit Price
      - Quantity
      - Total Price per item
      - Clearly separate costs for:
        - Equipment purchase price.
        - Delivery charges.
        - Installation charges (broken down per item if possible).
        - Any other associated fees, such as labor.
    - **Total Project Price:** Grand total for all equipment, delivery, installation, and associated services.
    - Guaranteed pricing period.
  - **Required Forms and Certifications:**
    - Non-collusion affidavit.
    - Debarment and Suspension Certification (Federal requirement).
    - Lobbying Certification (Federal requirement).
    - Conflict of Interest Statement.
    - **Notarized Familial Disclosure Form.**
    - **Iran Economic Sanctions Act Certification**
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- W-9 form.
  - Offeror's agreement to the SFA's standard contract terms and conditions.

- Proof of insurance (liability, worker's compensation, etc.).
  - Proposed installation schedule.
  - Certifications (Attachment C)
  - 5% Bid Bond or Certified Check.
  - Performance Bond and Payment Bond: totalling at least 100% of the total contract amount will be required if/when job is awarded.
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## IV. Evaluation and Award Criteria

- **Evaluation Committee:** A committee composed of SFA staff, potentially including school administrators, nutrition professionals, and facilities/maintenance staff, will review and evaluate all responsive and responsible proposals.
- **Evaluation Process:**
  2. Initial screening for minimum qualifications and completeness.
  3. Individual committee members will independently score each proposal based on the criteria below.
  4. Committee will convene to discuss scores, clarify interpretations, and reach a consensus or composite score for each proposal.
  5. The SFA may invite top-ranked offerors for presentations or site visits (if applicable, for complex installations) to further assess their capabilities.
  6. Negotiations may be conducted with the highest-ranked offeror(s) if deemed in the best interest of the SFA.
- **Award Basis:** This Request for Proposal (RFP) process is a **Competitive Sealed Proposal** method. This means that proposals will be evaluated based on the criteria outlined in this RFP, with price being a significant factor, but not the sole determining factor. Other factors include service & delivery timeline. The SFA reserves the right to negotiate with the highest-ranked offeror(s) to secure the most advantageous solution.

## Attachment A: Equipment Bid Sheet and Specifications

**All equipment manufacturers, materials and colors can be substituted for equivalent.** Size requirements can be adjusted up to within a reasonable amount, though a design with specs will need to be provided to the SFA to ensure all equipment fits within the space we have available for the serving line if so. **Please include separate line items in your bid for both standard Solid Top and Corian countertops.**

### Item# 1 Hot/Cold Food Counter

Qty: 1

Manufacturer: Low Temp Industries or equivalent

Model: 144-EFS4-CPA-L-MOD

Power Requirement: 120/208/1

Laminate Color: Wilsonart 7970K Highline

Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl

Solid Top or Corian Color: Modern White

Height 34"

Top - Top to be 40" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

Body (LP) - Standard grade laminate to cover all sides of an 18 gauge steel unibody structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 11 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Manifoldd Drain Valve to be recess mounted on the controller side of the body. Standoff panels to reflect pattern on design drawing.

Hot Food Units - Provide with dry/moist electric hot food wells to be bottom mounted and have a 12" x 20" die stamped opening with 1/4 raised beaded edge. Interior pan to be 304 stainless steel, deep drawn with coved corners and fully insulated with fiberglass insulation. Each hot food well to use a 563 watt at 208V heat source, or 751 watt at 102-240V heat source, with solid state digital controls for maximum energy efficiency. All switches and controls to be fully accessible. All wells are wired to a master switch.

TempestAir™ Cold Pans - Cold pans to be 18 gauge stainless steel fully welded construction with 1/4" coved corners. The cold pan should be constructed into the body of the unit. The cold pan shall be pitched to a 1" drain.. All cold pans shall be furnished with urethane insulation on bottom and all four sides of pan. The pan shall be fully separated from the counter top by a full perimeter breaker strip. Cold pans are to allow for a full steam table pan 6" deep. TempestAir™ cold pan shall be 9" deep and include a patented forced air refrigeration system. Cold pan includes low velocity fans and an advanced cold wall design operating on R-449A refrigerant. Cold pan will meet or exceed NSF7 standards while allowing food pans to remain flush to the counter top.

Frost Top - Frost top unit to be made up of a 14 gauge stainless steel watertight pan with a 5/8" recess around the perimeter. Unit to have a fully welded 2" flange with a 1/2" turn down (standard). Recess shall accommodate a removable washable bar mat to keep product from freezing to the pan. To have a continuous refrigeration coil bonded to the underside, fully insulated with urethane insulation. To include a full perimeter breaker strip, and a 3/4" open brass drain extended to a shut-off valve below. Temperature shall be maintained by a self-contained, fully-hermetic type R-134A condensing unit. Adequate ventilation must be provided to ensure proper operations of this unit. A minimum louvered opening of 14" x 14" with thru air flow is recommended. A minimum of 330 cfm air flow across the condensing unit area is recommended. Failure to provide adequate ventilation will void manufacturer's warranty. Customer side access is required for service of unit. Unit to be fully integrated into two tier sneeze guard.

Accessories:

Approx. 144-3/8" x 40" x 34" High

Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer

Extended Top  
Stainless Steel Runners On Solid Top or Corian Top  
Provision For Holes In Solid Top or Corian Top  
Line-up Locks  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel  
DI-TA-20-04 - 4 Pan-Tempest Aire® Cold Food Well Drop-In  
Adaptor Bars  
DI-TW-DW-20-04 Hot Food With Drains (CPVC Manifold)  
Recessed Drain Valves  
CrystalClear Single Service Multi Tier Protector  
Led Lights for Both Tiers  
CrystalClear Adjustable Front Counter Protector  
Led Lights  
8" X 66" Solid S/S Work Shelf  
Electrical Outlet In Cabinet with Wiring  
Electrical Outlet Below Top in Stainless Steel Bracket with Wiring  
Led Lights Undercounter  
Progression Stand Off Panels  
Vinyl Graphics  
Vinyl Graphics Applied  
(V) 14" Stainless Steel Insert Storage Shelf  
(Y) Stainless Steel Doors For Base  
(V) 36" Stainless Steel Insert Storage Shelf  
(Y) Stainless Steel Doors For Base  
C.P Door Cylinder Locks  
144" Laminate Plastic On Steel Body

## **Item# 2 Hot/Cold Food Counter**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: 144-CFMA-L-MOD  
Power Requirement: 120/208/1  
Laminate Color: Wilsonart 7970K Highline  
Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl  
Solid Top or Corian Color: Modern White

Height 34"

Top - Top - Top to be 40" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners. .

Body (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 11 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Manifoldded Drain Valve to be recess mounted on the controller side of the body. Standoff panels to reflect pattern on design drawing.

Heated Top - Heated top surface to be maintained at 120 deg. F by an insulated heat blanket attached securely to the underside of the 14 gauge stainless steel top. Surface temperature to be controlled by an infinite control recessed into the fiberglass body below the top on the operator's side.

TempestAir™ Cold Pans - Cold pans to be 18 gauge stainless steel fully welded construction with 1/4" coved corners. The cold pan should be constructed into the body of the unit. The cold pan shall be pitched to a 1" drain.. All cold pans shall be furnished with urethane insulation on bottom and all four sides of pan. The pan shall be fully separated from the counter top by a full perimeter breaker strip. Cold pans are to allow for a full steam table pan 6" deep. TempestAir™ cold pan shall be 9" deep and include a patented forced air refrigeration system. Cold pan includes low velocity fans and an advanced cold wall design operating on R-449A refrigerant. Cold pan will meet or

exceed NSF7 standards while allowing food pans to remain flush to the counter top.

Accessories:

Approx. 144-3/8" x 40" x 34" High

Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer

Extended Top

Stainless Steel Runners On Solid Top or Corian Top

Provision For Holes In Solid Top or Corian Top

Line-up Locks

(SS) 6" S/S Legs With Adjustable Bullet Feet

Removable Toe Kick - Stainless Steel

DI-TA-20-04 - 4 Pan-Tempest Aire® Cold Food Well Drop-In

Adaptor Bars

(2) - 48" S/S Hot Tops - (1) in counter top, (1) built into custom food protector

CrystalClear Single Service Multi Tier Protector

Led Lights for both tiers

(LTIVGCP9-HD) Self Service Food Protector with Heated Display Shelf

Recessed Drain Valves

LED Lights for both tiers

Electrical Outlet In Cabinet with Wiring

Electrical Outlet Below Top in Stainless Steel Bracket with Wiring

Led Lights Undercounter

Progression Stand Off Panels

Vinyl Graphics

Vinyl Graphics Applied

(V) 14" Stainless Steel Insert Storage Shelf

(Y) Stainless Steel Doors For Base

C.P Door Cylinder Locks

144" Laminate Plastic On Steel Body

### **Item# 3 Utility Counter**

Qty: 1

Manufacturer: Low Temp Industries or equivalent

Model: 36-ST-L-MOD

Power Requirement: 120/1

Laminate Color: Wilsonart 7970K Highline

Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl

Solid Top or Corian Color: Modern White

Height 34"

Top - Top - Top to be 40" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

Body (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 11 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Manifoldded Drain Valve to be recess mounted on the controller side of the body. Standoff panels to reflect pattern on design drawing. Storage have Lockable Hinged Doors.

Accessories:

Approx. 36-3/8" x 40" x 34" High

Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer

Extended Top  
Stainless Steel Runners On Solid Top or Corian Top  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel  
(DD) Electrical Outlet In Cabinet with Wiring  
Led Lights Undercounter  
Progression Stand Off Panels  
Vinyl Graphics  
Vinyl Graphics Applied  
(V) 28" Stainless Steel Insert Storage Shelf  
(Y) Stainless Steel Doors For Base  
C.P Door Cylinder Locks  
36" Laminate Plastic On Steel Body

#### **Item# 4 Utility Counter**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: 36-ST-L-MOD  
Power Requirement: 120/1  
Laminate Color: Wilsonart 7970K Highline  
Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl  
Solid Top or Corian Color: Modern White  
Height 34"

Top - Top to be 40" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

Body (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 11 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Manifoldded Drain Valve to be recess mounted on the controller side of the body. Standoff panels to reflect pattern on design drawing. Storage have Lockable Hinged Doors.

#### Accessories:

Approx. 36-3/8" x 40" x 34" High  
Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer  
Extended Top  
Stainless Steel Runners On Solid Top or Corian Top  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel  
(DD) Electrical Outlet In Cabinet with Wiring  
Led Lights Undercounter  
Progression Stand Off Panels  
Vinyl Graphics  
Vinyl Graphics Applied  
(V) 28" Stainless Steel Insert Storage Shelf  
(Y) Stainless Steel Doors For Base  
C.P Door Cylinder Locks  
36" Laminate Plastic On Steel Body

#### **Item# 5 Tray Stand**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: 28-RTS-L  
Power Requirement: NA

Laminate Color: Wilsonart 7970K  
Height 34"

Top Shelf- Top to be 18" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

Bottom Shelf - Bottom to be 16" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

Body (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 11 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Standoff panels to reflect pattern on design drawing.

Accessories:

Approx. 28-3/8" x 30" x 34" High  
28" RTS Tray Stand  
28" Laminate Plastic On Steel Body  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel

**Item# 7A Cash Counter**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: Custom  
Power Requirement: Prewired 120/1 Outlet  
Laminate Color: Wilsonart 7970K Highline  
Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl  
Solid Top or Corian Color: Modern White  
Height 34"

TOP - Top to be 30" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

BODY (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 20 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Standoff panels to reflect pattern on design drawing.

Accessories:

Approx. 30" x 40" x 34" High  
Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer  
Extended Top  
Stainless Steel Runners On Solid Top or Corian Top  
Provision For Hole In Solid Top or Corian Top  
30" Laminate Plastic On Steel Body  
Cashier Liner  
Cashier Tubular Foot Rest  
Cord Grommet for Cashier Cord  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel  
(HH) Cashier Drawer With Lock  
(DD) Electrical Outlet In Cabinet with Wiring  
Data Box For Cashier Stand  
Led Lights Undercounter  
Progression Stand Off Panels

Vinyl Graphics  
Vinyl Graphics Applied

**Item# 7B Cash Counter**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: Custom  
Power Requirement: Prewired 120/1 Outlet  
Laminate Color: Wilsonart 7970K Highline  
Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl  
Solid Top or Corian Color: Modern White  
Height 34"

TOP - Top to be 30" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

BODY (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced with 12 gauge galvanized uprights to support shelving and a 20 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Standoff panels to reflect pattern on design drawing.

Accessories:

Approx. 30" x 40" x 34" High  
Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer  
Extended Top  
Stainless Steel Runners On Solid Top or Corian Top  
Provision For Hole In Solid Top or Corian Top  
30" Laminate Plastic On Steel Body  
Cashier Liner  
Cashier Tubular Foot Rest  
Cord Grommet for Cashier Cord  
(SS) 6" S/S Legs With Adjustable Bullet Feet  
Removable Toe Kick - Stainless Steel  
(HH) Cashier Drawer With Lock  
(DD) Electrical Outlet In Cabinet with Wiring  
Data Box For Cashier Stand  
Led Lights Undercounter  
Progression Stand Off Panels  
Vinyl Graphics  
Vinyl Graphics Applied

**Item# 8 Utility Counter**

Qty: 1  
Manufacturer: Low Temp Industries or equivalent  
Model: SPC-ST-LP-84  
Power Requirement: NA  
Laminate Color: Wilsonart 7970K Highline  
Corrugated Metal Panels: Sherwin Williams SW7601 Night Owl  
Solid Top or Corian Color: Modern White  
Height 34"

Top - Top to be 40" wide and fabricated from Solid Top or Corian Solid Surface with a 3" square turndown on all sides. Include Top Mounted Stainless Steel Tray Runners.

BODY (LP) - Standard grade laminate to cover all sides of an 18 gauge steel uni-body structure. Interior reinforced

with 12 gauge galvanized uprights to support shelving and a 20 gauge steel bottom. Corners and bottom edge provided with 1/2" stainless steel trim strips. Standoff panels to reflect pattern on design drawing. Storage have Lockable Hinged Doors.

Accessories:

Approx. 84-3/8" x 40" x 34" High

Solid Top or Corian Top to be 1/2" thick solid surface with 3" drop edge on all exposed edges - 3/4" thick plywood subtop as required by manufacturer

Extended Top

Stainless Steel Runners On Solid Top or Corian Top

84" Laminate Plastic On Steel Body

(SS) 6" S/S Legs With Adjustable Bullet Feet

Progression Stand Off Panels

Vinyl Graphics

Vinyl Graphics Applied

(2) - (V) 28" Stainless Steel Insert Storage Shelf

(Y) Stainless Steel Doors For Base

C.P Door Cylinder Locks

### **Item# 9 Installation**

Qty: 1

Manufacturer: Hired by Food Service Equipment Dealer

A competent supervisor from the Installer is to be present at all times during progress of the Installers work.

Throughout the progress of their work, the is to keep the working area free from debris and remove rubbish from premises resulting from work being done by them. At the completion of their work, the Installer is to leave the premises in a clean and finished condition.

Installer is responsible for receiving new equipment from a dedicated truck on location and providing and covering the cost associated with any necessary equipment needed for receiving.

Installer is responsible for uncrating and any assembly required to make the equipment operational.

Installer is responsible for all utility connections to new equipment.

Installer to verify and coordinate conditions at the building site, particularly door and/or wall openings, and passages, to assure access for all equipment. Pieces too bulky for existing facilities are to be hoisted or otherwise handled with apparatus as required. All special handling equipment charges will be arranged for and paid for by the Installer.

### **Provide breakout to supply and install optional signage package.**

#### **Item# A1 Welcome to the Comet Grill (optional)**

Qty: 1

Manufacturer: Visions Design

Model: Custom

Power Requirement: NA

Color: Per Base of Design Drawing

Material & Size: 94" W x 5.75" H Upper Text and 140" W x 12.25" H Lower

Text 1/2" Thick Routed PVC Letters

#### **Item# A3 Good Food (optional)**

Qty: 1

Manufacturer: Visions Design

Model: Custom  
Power Requirement: NA  
Color: Per Base of Design Drawing  
Material & Size: 45.4" W x 21.5" H - Two Layers of 6mm PVC installed using Standoffs

**Item# A4 Good Mood (optional)**

Qty: 1  
Manufacturer: Visions Design  
Model: Custom  
Power Requirement: NA  
Color: Per Base of Design Drawing  
Material & Size: 45.4" W x 21.5" H - Two Layers of 6mm PVC installed using Standoffs

**Item# A5 Eat Healthy (optional)**

Qty: 1  
Manufacturer: Visions Design  
Model: Custom  
Power Requirement: NA  
Color: Per Base of Design Drawing  
Material & Size: 45.4" W x 21.5" H - Two Layers of 6mm PVC installed using Standoffs

**Item# A6 Live Healthy (optional)**

Qty: 1  
Manufacturer: Visions Design  
Model: Custom  
Power Requirement: NA  
Color: Per Base of Design Drawing  
Material & Size: 45.4" W x 21.5" H - Two Layers of 6mm PVC installed using Standoffs

**Item# A7 Installation**

Qty: 1  
Manufacturer: Hired by Food Service Equipment Dealer

A competent supervisor from the Installer, is to be present at all times during progress of the Installers work.

Throughout the progress of their work, the Installer is to keep the working area free from debris and remove rubbish from premises resulting from work being done by them. At the completion of their work, the Installer is to leave the premises in a clean and finished condition.

Installer is responsible for receiving new equipment from a dedicated truck on location and providing and covering the cost associated with any necessary equipment needed for receiving.

Installer is responsible for mounting all optional provided signage.

Installer to verify and coordinate conditions at the building site, particularly door and/or wall openings, and passages, to assure access for all equipment. Pieces too bulky for existing facilities are to be hoisted or otherwise handled with apparatus as required. All special handling equipment charges will be arranged for and paid for by the Installer.

Installation Scope by KEC

Kitchen Equipment Contractor:

The submitting of a bid shall constitute full evidence that the KEC has viewed and examined the site and all contract documents necessary pertaining to the same and that the KEC is therefore, fully cognizant of the conditions under which the work must be conducted. This is to include, but not be limited to, quantities, dimensions, discrepancies, or conflicts clearances required, direction of operation, door swings, utilities, fabrication details and methods,

installation requirements, etc.

Provide Shop Drawings for review.

KEC to make arrangements for a demonstration of foodservice equipment operation and maintenance, in advance with the Owner/Operator.

Demonstrate foodservice equipment, to familiarize the Owner and the Operator on operation and maintenance procedures, including periodic preventative maintenance measures required. Include an explanation of service requirements and simple on-site service procedures, as well as information concerning the name, address and telephone number of qualified local source of service. The individual(s) performing the demonstration are to be knowledgeable of operating and service aspects of the equipment.

## **Attachment B: Form of Contract**

### **CONTRACTOR AGREEMENT**

This Agreement (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between Hanover-Horton School District, a Michigan general powers school district, organized and operated pursuant to the Michigan Revised School Code, whose address is 10000 Moscow Rd, Horton, MI, 49246 (hereinafter referred to as the “District” or "Owner"), and \_\_\_\_\_, a Michigan \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as “Contractor”), for services related to providing and installing serving line equipment improvements at the District, all in accordance with the terms and conditions herein.

### **RECITALS**

**WHEREAS**, the District desires to install/purchase serving line equipment ("Project") and has issued Bidding Documents for such purpose (“Bidding Documents”);

**WHEREAS**, Contractor is an entity which has represented to have the personnel, expertise, training, capacity and qualifications to perform the Project and has submitted a bid in response to the Bidding Documents;

**WHEREAS**, the District and Contractor desire to enter into this Agreement to authorize and require the Contractor to perform the Project and any other duties identified herein.

**NOW THEREFORE**, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

### **SECTION 1 – INCORPORATION OF DOCUMENTS**

1.1 The RFP, Bidding Documents, and District-accepted portions of the Contractor’s bid (“Bid”) are incorporated herein by reference as if fully restated herein. In the event of any inconsistency between or among the RFP, Bidding Documents, the Bid, this Agreement, or any other contract document (collectively, the "Contract Documents"), the provision that is more beneficial to the Owner (as determined in the Owner's sole discretion) shall be deemed to control.

### **SECTION 2 – DESCRIPTION OF SERVICES / RELATIONSHIP OF PARTIES**

2.1 Contractor shall provide services related to the Project, as described in the documents identified in Section 1, as required by law, as may otherwise be subsequently agreed to by the parties in writing via amendment (“Services”). Contractor’s Services include those to be performed by Contractor, Contractor’s subcontractors and suppliers, and Contractor’s consultants and agents as enumerated in this Agreement and as reasonably necessary to complete the Project.

2.2 The work to be performed by the Contractor is generally described in the RFP and Bidding Documents, including Attachments thereto, as well as all related and incidental services necessary to complete the Project.

2.3 Contractor's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall perform its responsibilities and services in a manner consistent with applicable industry standards. Contractor shall submit for the Owner's approval a schedule for the performance of Contractor's services which shall not exceed time frames required by the Contract Documents except as such time frames may be properly extended by mutual written agreement of the parties. It is understood and agreed that minimizing disruption to the District's operations is a critical scheduling consideration.

2.4 Contractor's employees assigned to provide Services shall be fully certified, licensed and approved as necessary to lawfully perform the Services. Contractor shall at all times comply with applicable federal, state and local laws, rules, regulations and policies, including but not limited to those applicable to public school projects, as well as those related to safety, including but not limited to OSHA and MIOSHA as applicable. In the event of any inconsistency between or among code requirements, regulations, and interpretations, Contractor shall be required to comply with the most-stringent obligation(s). Contractor shall obtain and comply with all necessary permits and permissions to perform the work.

2.5 Contractor shall be responsible for all materials and equipment while in transit and until finally and properly installed. Contractor further agrees that any equipment installed pursuant to this Agreement shall be new and of good working order. Contractor shall indemnify and hold the Owner harmless from and against any and all claims of whatever kind or nature for damage to property or for personal injury, including death, and from and against any loss or liability in connection therewith, made by anyone arising out of the negligence or willful misconduct of Contractor under this Agreement, either by Contractor, any subcontractor of Contractor, or by anyone directly engaged or employed by Contractor, provided, however that Contractor shall have no liability hereunder, for any such claims, loss or liability to the extent they arise from or relate to the negligence or willful misconduct of the Owner.

2.6 In the performance of Services under this Agreement, Contractor (its agents, subcontractors and employees) shall be regarded at all times as performing services as an independent contractor of the District. Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement.

2.7 Within the meaning of all applicable federal, state and local laws, including but not limited to, employment taxes, income taxes, labor relations acts, employment discrimination laws, minimum wage and overtime laws, and workers' compensation laws (collectively, the "Employment Laws"), Contractor is and shall be deemed to be the sole employer of all personnel used to provide services on behalf of Contractor pursuant to this Agreement (the "Contractor Personnel"), and its relationship with the Owner shall be deemed to be that of an independent contractor and not that principal and agent, servant, or employer and employee. As the employer of the Contractor Personnel, Contractor shall: (a) have the power to hire, discipline, recruit, train and terminate Contractor Personnel; (b) instruct the Contractor Personnel on when, where and how to perform their duties; (c) determine the amount of frequency of wage, benefit, salary, bonus and other payments to Contractor Personnel; (d) determine and pay the amount, if any, of reimbursement for business and/or traveling expenses of Contractor Personnel; (e) pay and file with all appropriate governmental entities all necessary payroll information, taxes and deductions, including but not limited to, federal, state and local income taxes, social security taxes, and unemployment taxes; (f) comply with the

Employment laws; and (g) pay any and all workers' compensation and other insurance costs and premiums applicable to employers.

2.8 Contractor is expected to coordinate the timing, location, and performance of Services with the District representative and/or any other District administrator identified to the Contractor in writing. The intent of this paragraph is not to direct the Contractor's work, but only to ensure the efficient and smooth performance of same in light of the District's ongoing operations.

### **SECTION 3 – FEES, INVOICE AND PAYMENT**

3.1 In consideration of Services properly provided by Contractor under this Agreement, the District will pay to Contractor \_\_\_\_\_ Dollars (\$\_\_\_\_\_). No additional fees, compensation, or costs of any kind shall be paid to Contractor, except and to the extent agreed to by the parties in writing.

3.2 Invoices shall be submitted no more frequently than monthly and shall coincide with the value of work performed. The District will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of receiving the invoice, but in no event shall a payment be made if such payment will result in the Contractor receiving an amount that exceeds the value of services performed to date.

3.3 Without regard to Section 3.2, the District shall be entitled to retain ten percent (10%) of any amounts paid until the Contractor has successfully and finally completed its Services.

### **SECTION 4 – INDEMNIFICATION AND INSURANCE**

4.1 Contractor shall indemnify and hold the District (and its officers, administrators, employees, and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any negligence, wrongful act or breach of this Agreement or the obligation of Contractor or any of its employees or others for whom it is responsible in connection with the performance or non-performance of the Agreement.

4.2 Contractor agrees to procure and maintain insurance coverage in types and amounts reasonably required by the District and in no event less than identified in the Bid. Contractor agrees to provide the District certificates of insurance evidencing such coverage prior to commencing any Services. Insurance shall be obtained and maintained from an insurance company licensed to sell insurance in the State of Michigan with an A+ A.M. Best rating, or equivalent. Insurance coverage shall not be reduced or eliminated without at least sixty (60) days prior written notice to the District.

4.3 Contractor's insurances shall be obtained prior to the commencement of Services and shall be maintained either: (a) for at least one year following final completion if occurrence-based, and/or (b) for at least seven years following final completion if claims-made. The District shall be identified as an additional insured on all applicable insurances.

4.4 If the contract sum identified in Section 3.1 is \$50,000 or more, Contractor shall provide performance and payment bonds in an amount equal to 100% of the contract sum. The bonds shall be provided at no additional cost to the District, with the cost thereof deemed included within

the Contractor's bid. If the contract sum identified in Section 3.1 is less than \$50,000, the District may still require the Contractor to provide performance and payment bonds, but the cost thereof shall be deemed an additional reimbursable expense. In all other respects, bonds shall minimally comply with MCL 129.201, et seq.

#### **SECTION 5 – EMPLOYEES AND SUBCONTRACTING**

5.1 The District reserves the right to approve the identity of project representatives of the Contractor and any subcontractors. No subcontractor shall be used without the District's prior written approval. The District shall have the right to request removal of any employee of the Contractor or a subcontractor from the project at the District's direction upon 2 weeks' notice, subject to Contractor's status as employer.

5.2 In the performance of the Agreement it may be necessary for Contractor to subcontract part of the work to others. The Contractor will inform the District as to which subcontractors will be used. Subcontractor use shall be subject to the written approval of the District. The Contractor will be fully responsible to the District for the acts and omissions of subcontractors and of all persons whether directly or indirectly employed by the Contractor. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the District. The Contractor shall not assign, transfer, convey, or otherwise dispose of the Agreement, or any part thereof, or the Contractor's right, title, or interest in same without the prior written consent of the District. The Contractor shall not assign any of the monies due or to become due and payable under the Agreement without prior written consent of the District.

#### **SECTION 6 – NONDISCRIMINATION**

6.1 Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, weight, or marital status and other employment matters described by Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352). Breach of this covenant may be regarded as a material breach of the agreement.

#### **SECTION 7 – OWNER'S RIGHT TO CORRECT DEFICIENCIES**

7.1 If the Contractor shall neglect to perform the work properly, or should it refuse to remedy any defects in the work due to inferior quality or installation, or should it in any manner fail to perform any provision of the Agreement, the District, after 7 days' notice to the Contractor, may correct such deficiencies at Contractor's cost and may deduct the cost thereof from any payment due the Contractor. The remedy described in this section is not exclusive and shall have no effect on the Owner's ability to seek recovery for, among others, breach of contract, breach of warranty, and/or performance bond claims.

#### **SECTION 8 – TIME FOR PERFORMANCE**

8.1 Time is of the essence of this Agreement. The Contractor acknowledges and agrees that the performance of Services shall commence on or before June, 15th and shall be finally and sufficiently completed on or before September 30th, 2026. The District reserves the right to seek

damages for any Contractor delays. For any delays caused to the Contractor, the Contractor's sole remedy shall be an extension in the deadline for performance.

### **SECTION 9 – DISPUTE RESOLUTION**

9.1 The parties shall first attempt to resolve disputes informally and, if unsuccessful, through non-binding mediation. Mediation will be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association then in effect. Any claim or dispute not resolved by binding mediation shall be subject to litigation (or, if the parties agree in writing, arbitration).

9.2 A demand for mediation may be filed along with a complaint in litigation or a demand for arbitration, as applicable, but the process of non-binding mediation shall proceed first (so long as permitted by the applicable court or arbitrator). Any demand for mediation filed prior to a complaint in litigation or a demand for arbitration shall toll the statute of limitations for all applicable claims until the mediation process has been completed, successfully or unsuccessfully.

9.3 In the event of any mediation, arbitration or litigation arising out of or relating to this Agreement, Owner reserves the right to require that the mediation, arbitration or litigation, as applicable, be conducted in the general area where the Owner's principal place of business is located. Any mediation with respect to this Agreement shall be non-binding. Any agreements reached in mediation shall be binding in accordance with law.

9.4 The Owner reserves the right in its discretion to require consolidation or joinder of any dispute arising out of or relating to this Agreement which another mediation, arbitration or litigation involving a person or entity not a party to this Agreement, in the event the Owner believes in its sole discretion that such consolidation or joinder is necessary in order to resolve a dispute or avoid duplication of time, expense or effort.

9.5 The Contractor shall include similar dispute resolution provisions in all agreements with subcontractors, sub-consultants, suppliers, or fabricators so retained, thereby providing for a consistent method of dispute resolution between and among the parties to those agreements.

9.6 As a condition precedent to any claim, mediation, arbitration, litigation or other cause of action being brought by the Contractor against the District, the Contractor shall notify the District in writing of any contractual or other dispute within 21 days of the circumstances giving rise to same. The failure to timely provide such notice shall be an irrevocable waiver of any claim or cause of action. Claims and causes of action by the District shall be subject to the applicable statute of limitations under Michigan law, but in no event shall a claim by the District be deemed untimely if filed within six (6) years of final completion of the Services.

### **SECTION 10 – TAXES**

10.1 The Contractor acknowledges that the District is a tax-exempt entity and any taxes incurred pursuant to performance of this Agreement, including but not necessarily limited to sales and use taxes, shall be the sole responsibility of Contractor.

### **SECTION 11 – WARRANTIES**

11.1 The Contractor shall provide the following warranties at no additional cost to the Owner: \_\_\_\_\_.

11.2 In addition to, and not in substitution of, Section 11.1, the Contractor shall assign and forward to the Owner all applicable manufacturers' warranties for any equipment, software or materials relevant to the Project and Services.

## **SECTION 12 – TERMINATION**

12.1 The Owner may terminate this Agreement upon seven (7) calendar days' prior written notice to the Contractor. If the Agreement is terminated prior to completion of the Services, Contractor shall provide a final report based on the value of the Services reasonably and properly performed as of the date of termination, and the Owner shall make payment for all services properly performed prior to termination, but in no event shall such sum exceed the fee described in Section 3.1.

## **SECTION 13 – CONFIDENTIALITY**

13.1 If Contractor receives information of the Owner that is "confidential" or "business proprietary," Contractor shall keep such information strictly confidential and shall not disclose it to any other person except to its employees, those who need to know the content of such information in order to perform services solely for this Project, or its consultants whose contracts include similar restrictions. The parties acknowledge that the Owner cannot provide similar confidentiality protection due to the applicability of the Michigan Freedom of Information Act and the Michigan Open Meetings Act, among others.

## **SECTION 14 -- MISCELLANEOUS**

14.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.

14.2 This Agreement, including all attachments and documents incorporated herein by reference, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.

14.3 None of the terms and provisions of this Agreement may be modified, waived, or amended in any way except by written amendment, change order, or construction change directive.

14.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.

14.5 This Agreement shall be interpreted and enforced under the laws of the State of Michigan.

14.6 If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.

14.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.

14.8 As a part of its services, the Contractor shall provide call-back services for twelve (12) months following completion of the Project.

14.9 Notwithstanding any provisions within the Contract Documents, nothing shall be deemed a waiver of any immunity granted to Owner by law or statute, including but not necessarily limited to, governmental immunity under MCL 691.1407.

14.10 Contractor shall not be entitled to additional compensation in the event it is necessary to extend the Project completion date because the Project is delayed due to conditions beyond the control of the Owner, such as strikes, weather, material shortages, site conditions, etc.

14.11 Contractor agrees to retain permanent records relating to the services performed for a period of at least six (6) years following submission of the construction documents, during which period the records will be made available to the Owner upon request.

**SECTION 15 – AUTHORIZATION**

15.1 The Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of the District or Contractor, as is respectively applicable.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment C – Familial Disclosure Form**

Required by MCL 380.1267

TO: Hanover-Horton School District ("The District")

FROM: [Insert Bidder/Company Name] ("The Bidder")

The undersigned, the owner or authorized officer of the Bidder, represents and warrants that they have reviewed the list of the District's Board of Education members and its Superintendent. The Bidder further certifies that no familial relationship exists between the owner or any employee of the Bidder and any member of the Board of Education or the Superintendent, EXCEPT as specifically listed below:

1. DISCLOSURE OF RELATIONSHIP(S):

**NO FAMILIAL RELATIONSHIP EXISTS:** The undersigned Bidder has conducted a due diligence inquiry of its owners and employees and hereby certifies that no familial relationship exists between the owner(s) or any employee of the Bidder and any member of the Board of Education or the Superintendent.

**FAMILIAL RELATIONSHIP DISCLOSURE:** A familial relationship exists as disclosed in the table below:

Name of Bidder's Employee	Position with Bidder	Name of Board Member/Superintendent	Nature of Relationship

*Attach additional pages if necessary.*

---

2. BIDDER CERTIFICATION:

By signing below, the Bidder acknowledges that any bid submitted without this sworn and notarized

statement shall be considered non-responsive and will not be accepted by the District.

BIDDER NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

---

3. NOTARY PUBLIC ACKNOWLEDGMENT:

STATE OF MICHIGAN ) COUNTY OF \_\_\_\_\_)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by

\_\_\_\_\_, (Name of Signer).

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan.

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

Acting in the County of: \_\_\_\_\_

**Attachment D – Iran Economic Sanctions Act Certification**

I am the \_\_\_\_\_ (title) \_\_\_\_\_ of \_\_\_\_\_ (bidder) \_\_\_\_\_, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of services related to cafeteria furniture at Hanover-Horton School District. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

\_\_\_\_\_  
(date)

## Attachment E – Debarment and Suspension Certification

In accordance with 2 CFR 200.214

The undersigned bidder certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any Federal department or agency;
2. Have not, within a three-year period preceding this bid, been convicted of or had a civil judgment rendered against them for fraud, antitrust violations, or theft;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity.

---

(signature)

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(printed)

---

(date)

## Attachment F – Lobbying Certification & SF-LLL Disclosure

In accordance with 31 U.S.C. 1352

The bidder certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with the awarding of this contract.

Disclosure Requirement: If any funds other than Federal appropriated funds have been used for lobbying activities, the bidder must complete and submit Standard Form-LLL (Disclosure of Lobbying Activities) alongside this certification.

Check one:

- No non-federal funds used (SF-LLL not required).
- Non-federal funds used (SF-LLL attached).

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(date)

**Attachment G – Davis-Bacon Act & MI Prevailing Wage Certification**

Compliance with 40 U.S.C. 3141-3144 and MI LEO Schedules

The General Contractor hereby certifies that it will comply with the Davis-Bacon Act. All laborers and mechanics employed upon the site will be paid unconditionally, and not less than once a week, the full amount of wages and bona fide fringe benefits due.

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(date)

**Attachment H – Buy American Certification**

In accordance with 7 CFR 210.21(d) and 220.16(d)

The Vendor certifies that it will comply with the Buy American provision, ensuring that all equipment and agricultural commodities provided are produced in the United States.

Exception Clause: If a non-domestic product is proposed, the Vendor must submit a "Buy American Exception" form and receive written District approval prior to the contract award. Documentation for the origin of all equipment must be available upon request.

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(date)

**Attachment I – Clean Air and Water Certification**

Compliance with Clean Air Act & Federal Water Pollution Control Act

The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). The Vendor agrees to report any violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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(date)