## FDPIR REQUEST FOR PROPOSAL



## The purchase of FISH from Local Vendors for the USDA Food Distribution Program

Project #25-012

Bid Release Date: January 14, 2025 Bid Submission Date: January 31, 2025 3pm Sault Tribe Purchasing Department 2186 Shunk Road Sault Ste. Marie, MI 49783 (906) 635-7035

DATE: January 15, 2025

TO: Fisherman

**RE:** Request for Proposal (RFP) Due **January 31, 2025 at 3pm** to Provide a cost for purchasing approximately 200lbs of fish per month for three months for the USDA Food Distribution Program from CCC (Commodity Credit Corporation) funds.

# REQUEST FOR SEALED PROPOSALS

The Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe located in the Eastern Upper Peninsula of Michigan. It is the mission of the Purchasing Department to acquire goods and services for the Sault Ste. Marie Tribe of Chippewa Indians and its entities at the lowest possible cost consistent with the quality required. Service requirements, delivery schedules and payment terms play a crucial role in the decision of the vendor chosen.

**PROJECT DESCRIPTION:** The Sault Ste. Marie Tribe of Chippewa Indians invites all interested and qualified persons or firms capable of providing bids for a project that includes providing fish for the Food Distribution Program on Indian Reservations (FDPIR) Program.

**SCOPE OF WORK:** Provide Goods, as outlined below:

#### GOODS AND SERVICES REQUIRED

- 200 lbs of fish per month for 3 months.
- Bid to include White Fish and/ or a similar product.
- Sanitation/Safety The successful vendor will warrant that all food shall be fresh, clean, wholesome
  upon delivery, and prepared in properly equipped facilities under modern sanitary conditions in
  accordance with the best commercial practice. All items shall be free from decay, discoloration, foreign
  matter. Containers shall be clean, sound, compact, sturdy, and sealed. If the food has already been
  delivered the successful proposer will be required to pick up the unacceptable food and issue a credit
  or provide a replacement. All products shall bear visible freshness code dates and shall meet industry
  standards for remaining shelf life upon delivery to the distributor.
- Delivery Delays/Back Orders/Shortages Shortages on orders placed are the responsibility of the awarded contractor(s) and shall be delivered in sufficient time for monthly disbursement to clients. If a delivery will be held up for a period greater than one (1) week due to back-ordered items, the awarded contractor(s) must notify the Director of the USDA or designee of the expected delivery date.
- Upon delivery, all products shall be in compliance with applicable specifications and will be examined by USDA staff for cleanliness and soundness. The successful vendor must credit USDA the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at the USDA site. This includes any hidden damage discovered after acceptance and delivery at the USDA site.
- Delivery Temperatures All frozen foods shall be delivered in a hard-frozen state at 0 degrees Fahrenheit or below. Partially thawed products with evidence of thawing and re-freezing will be rejected at the time of delivery.
- All prices shall remain firm for the duration of this contract. Prices quoted shall be based on finished product weight received, including all applicable labor, materials, shipping, and fuel charges.



### Minimum Qualifications

• Firms/Individuals must provide a concise description of their qualifications and capabilities for providing fish for the Sault Tribe Food Distribution Program.

• References should be provided for at least three (3) public facilities. References should be similar to this project.

### Proposal Evaluation

All proposals received by the Sault Tribe FDPIR representative on or before the deadline listed above will be reviewed to determine whether they meet the minimum requirements of this RFP. They will be reviewed to determine whether they meet the requirements of this RFP. The FDPIR will consider the following factors in the evaluation process, ranked in no specific order, and will render a decision based on the perceived best fit and best value for the engagement. Fees will be one of the determining factors in this decision but will not be the primary determinative.

Proposals will be evaluated based on criteria including:

- Understanding of the services requested
- Proposed deliverables

• Relevant knowledge, experience and qualification of firm and team members including established record of success in similar work

- Commitment to diversity
- Willingness to negotiate contract terms
- Cost

• References - Proposals that contain false or misleading statements or that provide references that do not support an attribute or condition claimed by the proposer will be rejected.

Issuance of the Request for Proposal creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal. Nothing in this RFP or any resulting contract shall preclude the Sault Tribe FDPIR from procuring services similar to those described herein from other sources. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal. Other than information after the filing date.

- <u>Native Preference Policy</u>: As per the Sault Ste. Marie Tribe of Chippewa Indians Purchasing Policy, effective October 2022, all proposals received will be subject to the Native Preference Policy, as described below:
- <u>Contract</u>: Prior to any services being performed by the awarded company, the Tribe and awarded company shall enter into a separate signed Agreement which sets forth the obligations of the parties for the project. Such Agreement will be a separate document, which will be negotiated and executed after bid has been awarded. Moreover, such Agreement will include all provisions and requirements as set forth in this RFP and any other required provisions agreed to between the parties.
- <u>Governing Law</u>: This RFP and/or any Agreement entered into between the Tribe and the Awarded Company for services will be governed by the laws of the Sault Ste. Marie Tribe of Chippewa Indians. Contractor agrees that all disputes, actions and claims arising from said Agreement shall be subject to the exclusive jurisdiction of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Court and Contractor consents to the personal jurisdiction of said Tribal Court. Contractor further consents to enforcement of any judgment of said Tribal Court in any state court of applicable jurisdiction.

- <u>Notice of Award</u>: The Sault Tribe Purchasing Department will notify in writing the successful bidder of the acceptance of their bid.
- Questions regarding the Purchasing of Fish RFP **must be emailed** to the Sault Tribe Purchasing Department at <u>mlehre@saulttribe.net</u>. Responses will be sent electronically to all bidders.

#### Sealed and labeled bid packages must be submitted to the address below:

Sault Tribe Purchasing USDA FISH Purchases Project #25-012 Attn: Mary Lehre 2186 Shunk Rd. Sault Ste Marie, MI 49783

Bid packages submitted by facsimile or email will not be considered.

**Bids must be received** at the Sault Tribe Purchasing Department no later **January 31, 2025 at 3pm.** Bids must be complete at the time of submission prior to the bidding deadline to be considered a responsive bid. Incomplete or late proposals will not be considered.

The Sault Ste. Marie Tribe of Chippewa Indians reserves the right to accept and / or reject any or all bid proposals for any reason whatsoever it deems appropriate. A bid shall constitute an irrevocable offer for a period of one-hundred twenty (120) days from the bid opening date or until date of award, whichever is earlier. In the event that an award is not made by the Sault Tribe within one-hundred twenty (120) days from the bid opening date, the bidder may withdraw the bid or provide a written extension of the bid.