



Montague Area Public Schools

4882 Stanton Blvd. — Montague, MI 49437 — Telephone 231-893-1515 — Facsimile — 231-894-6586

REQUEST FOR PROPOSAL

FOR

COMPETITIVE BID ON PRODUCE WASHER

ON

PROPOSAL RETURN DATE:

April 14, 2022

TIME: 1:00 p.m. E.T.

INTRODUCTION

Purpose: The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to provide the Montague Area Public Schools (referenced in this document as MAPS or the “District”) with a Produce Washer.

The contractor is expected to provide all installation and training at school sites and the Nutrition Service Center. A turnkey solution for the contractor includes all materials, labor, supplies, equipment, travel, etc. required to provide the system to the District, which includes installation, testing, training, support, and all other services related to ensuring the successful operation of the system for the duration of time indicated by the contract.

Offerers are advised that any contract resulting from the Request for Proposals must comply with all applicable provisions of State of Michigan and all applicable federal laws.

A contract, based on this RFP, may or may not be awarded.

For the purposes of this RFP, the following terms may be used interchangeably:

Montague Area Public Schools, MAPS, or the District

School Food Service Program, SFSP, or Department

INSTRUCTIONS AND CONDITIONS

ARTICLE 1 - INVITATION

Sealed proposals will be received by the Purchasing/Bid Department, Montague Area Public Schools, attn.: Dan Gorman, 4882 Stanton Blvd, Montague, MI 49437 in the manner and on the date hereinafter specified for the produce washer.

ARTICLE 2 - PRE-BID QUESTIONS

- 2.1 Questions shall be submitted in writing or via email to Dan Gorman, gormand@mapsk12.org no later than 4:30 p.m., April 13, 2022 and none thereafter. All questions and responses pertinent to this RFP will be posted on the Website where this proposal is displayed by close of business.

ARTICLE 3 - DATE AND TIME OF CLOSING

- 3.1 The proposals will be received until **1:00 p.m. Eastern Time, April 14, 2022.** All proposals must be received by the date and time designated in this proposal and none will be considered thereafter.
- 3.2 Any proposals received after scheduled time of opening will be returned unopened to the offerer.

ARTICLE 4 - SUBMISSION OF PROPOSALS

- 4.1 Copies of the RFP may be obtained in the Purchasing/Bid Department at the above address, between 9:00 a.m. and 4:00 p.m., Monday through Friday prior the date and time specified for opening. Copies of RFP are also available on our website, www.mapsk12.org.
- 4.2 Proposals must be mailed or delivered on or before the RFP opening date to Dan Gorman, Food Service Director, Montague Area Public Schools, 4882 Stanton Blvd, Montague, MI 49437.

All proposals will be opened in the Central Office Conference Room Montague Area Public Schools, 4882 Stanton Blvd, Montague, MI 49437. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mail or delivery services to deliver proposals on time. The proposals will not be opened to the public nor be disclosed to unauthorized persons prior to the award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data. Any quotes received after scheduled time of opening will be returned unopened to the vendor.

- 4.3 Any unauthorized contact with any other official or employee in connection with this Request for Proposal is prohibited and shall be cause for disqualification of the proposer.
- 4.4 Proposals are requested to be submitted with proposal and equipment specification sheet included.
- 4.4 By submitting a proposal, the vendor is indicating that he/she has read, understands and agrees to all the specifications outlined in this proposal.

ARTICLE 5 - QUOTATION FORMS

- 5.1 Quotations shall be submitted on the **COST SCHEDULE FORMS** attached hereto.
- 5.2

ARTICLE 6 - TELEGRAPHIC OR FACSIMILE QUOTES

Telegraphic or facsimile quotes are prohibited; any and all bids received electronically shall be considered a non-responsive quotation. Submittals (other than pricing) may be accepted by

facsimile or email.

ARTICLE 7 - FAILURE TO RESPOND

Businesses that fail to respond to invitations for RFP or notices of availability on two (2) consecutive procurements of similar items may be removed from the applicable mailing list.

ARTICLE 8 - AWARD OF CONTRACT

- 8.1 Upon ascertaining that the proposals received from the offerors constitute a competitive range wherein the best interests of the school system shall be served, the contract will be awarded to the best-evaluated offeror submitting a proposal after the application of any reciprocal preference for resident bidders as required by the Michigan Model Procurement Code.
- 8.2 Upon acceptance of a proposal by the School Board, the provider shall agree that service shall not be canceled without a 90-day written notification submitted to the Director of Purchasing prior to the cancellation.

ARTICLE 10 - EVALUATION CRITERIA

The Purchasing/Bid staff will first evaluate proposals as being responsive or non-responsive based on the specifications provided. Second, an Evaluation Committee will evaluate proposals based on the information provided in the vendor's proposal, and any other information requested in the evaluation process.

Turbulent Wash System Specifications

- * Capacity up to 750 lbs / hour (iceberg lettuce)
 - * 9 ft. 11 in. long, 49 inch wide
 - * Total wash system capacity - 135 gallons
 - * Oscillating Current Package / includes HMI touchpad
 - * Adjustable jets - to change product residence time
 - * Dirt settling trough - dirt settles below screen during wash cycle
 - * Production volume is dependent on dwell time of product
 - * "Helical" Action: Thorough wash (not just moving product)
- No dead spots. Good for both floating and non-floating products.
- * Discharge – Conveyor - food grade blue mesh belting 2 mm openings
 - * Stationary screen on top of recirculation tank (.041 in perforation)
 - * Dirt settling trough - settles below screen during wash cycle
 - * Large drain valves - Easy product change-over, tank dumps in @ 5 minutes
 - * Fresh water final rinse – double spray bar with shut off valve
 - * All necessary connections for chiller and PAA System
 - * ElectUL508A Inspection on Electrical Panel(s) - 230 Volt / 60 Hz / 3 phase or 460 Volt / 60 Hz / 3 phase

BASIS OF AWARD

A recommendation for selection will be made to the Montague Area Public Schools Board of Education based upon the evaluation.

Subject to the provision herein, contract award will be made to the overall “best value” proposal, with appropriate consideration given to all the evaluation factors stated herein. Ultimately, the source selection decision will take into account the Proposer' capability to meet the requirements of the RFP in a timely manner on a cost effective basis.

The District reserves the right to award the contract to a proposer whose price is not the lowest, but who is sufficiently more advantageous than the lowest priced proposer to justify the price difference. Award will be made to the proposer whose understanding of the work to be performed,

experience, quality control techniques, past performance and total cost of ownership, when considered together, are determined to represent the best value to the District.

ARTICLE 12 - DISCUSSION OF PROPOSALS

- 12.1 The Contracting Officer may or may not conduct post negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only offerors who submit proposals which fall within the competitive range.
- 12.2 The offeror's representative shall be qualified for answering and giving administrative and technical clarifications relative to the proposal.
- 12.3 Offerors submitting proposals categorized as unacceptable or not falling within the competitive range shall be so notified and said offerors will not be allowed to submit supplemental information amending the proposal. If an offeror has not been notified that his proposal has been found unacceptable or not falling within the competitive range, said offeror may submit supplemental information amending the proposal at any time until the closing date established by the Contracting Officer.

ARTICLE 13 - TREATMENT OF PROPOSALS

- 13.1 Proposals will not be open to the public nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data which is designated as such in any proposal.
- 13.2 A contract may be awarded on the proposals as submitted or the Director of Purchasing may elect to negotiate as to technical performance or price, or both, with offerors whose proposals fall in the competitive range as defined in the RFP.

ARTICLE 14 - MODIFICATION OR WITHDRAWAL OF PROPOSAL

- 14.1 All proposals shall be valid for a period of **sixty (60) days** from the opening date to allow for tabulation, study, negotiation, and consideration by the MAPS Board or its designee. The proposer may withdraw a proposal, without prejudice, prior to the published opening date.
- 14.2 Prior to the closing date and time designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals.
- 14.3 Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.
- 14.4 Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of proposals provided that they are then fully in conformance with these instructions to offerors.

ARTICLE 15 - INTERPRETATION OR CORRECTION OF RFP'S

- 15.1 Offerors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency or error which they may discover upon examination of the RFP's or of the local conditions.
- 15.2 Any interpretation, correction or change of the RFP will be made by addendum, issued by the Director of Purchasing. Interpretations, corrections or changes in the RFP made in any other manner will not be binding and offerors shall not rely upon such interpretations, corrections and changes.

ARTICLE 16 - ADDENDA

- 16.1 Addenda will be mailed or delivered to all who are known by the Director of Purchasing to have requested and were furnished RFP's.
- 16.2 Copies of addenda will be made available for inspection wherever RFP's are on file for that purpose.
- 16.3 No addenda will be issued later than seven (7) days prior to the date of receipt of proposals, except for postponing the date for receipt of proposals, or withdrawing the request for proposals.
- 16.4 Each offeror shall ascertain prior to submitting his proposal that he has received all addenda issued, and he shall acknowledge their receipt on the RFP form.

ARTICLE 17 - RIGHT TO REJECT

- 17.1 The Montague Area Public Schools Board of Education, reserves the right to reject any and all proposals where the best interests of the Board may be served, including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Montague Area Public Schools Board of Education also reserves the right to reject any proposal where evidence or information submitted by the vendor does not satisfy the Board of Education that the vendor is qualified to carry out the details of the contract.
- 17.2 Grounds for the rejection of proposals include, but shall not be limited to:
- (a) Failure of a proposal to conform to the essential requirements of the RFP.
 - (b) Submitting a proposal which does not conform to the specifications contained or referenced in the RFP.
 - (c) Submitting a proposal imposing conditions which would modify the terms and conditions of the RFP, or limit the offeror's liability to the Board on the contract awarded on the basis of such RFP.
 - (d) Submitting a proposal determined by the Director of Purchasing in writing to be unreasonable as to price.
 - (e) Proposals received from offerors determined not to be responsible offerors.
 - (f) Proposals received from offerors determined not to be qualified based on current or on past performance on MAPS projects.

ARTICLE 18 - RIGHT TO WAIVE TECHNICALITIES OR IRREGULARITIES

- 18.1 The right to waive technicalities and minor irregularities in proposals shall be maintained and preserved in the case of all RFP's issued by the Board.
- 18.2 Technicalities or minor irregularities in proposals which may be waived when the Director of Purchasing determines that it will be in the Board's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from or variation in the precise requirements of the RFP and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other offerors. The Contracting Officer may either give an offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his proposal, or waive such deficiency where it is advantageous to the Board to do so.

ARTICLE 19 - CONFIDENTIAL DATA

- 19.1 Prospective offerors may designate those portions of the initial proposal which contain trade secrets or other proprietary data which is to remain confidential.
- 19.2 If the contracting officer does not agree with the confidentiality of such data, or any portion thereof, he shall inform the offeror in writing what portions of the proposal will be disclosed and that, unless the offeror protests the determination of the contracting officer in the manner designated in Article IX (Legal and Contractual Remedies) of the Board's Procurement

Regulations, or unless the offeror withdraws his proposal as provided in subparagraph 3.10.1 of those regulations, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

ARTICLE 20 - ACCEPTANCE BY BOARD

- 20.2 All prices and quotations must be in ink or typewritten. No pencil figures will be permitted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by person signing quote. Also, corrections made with correction tape or fluid are to be initialed.
- 20.3 It is the intent of the Director of Purchasing to award a contract in due course and after a reasonable proposal evaluation period to the most responsive and responsible offeror(s) considering all requirements set forth in the RFP, provided the acceptable proposed sum is within budgeted funds.
- 20.4 The right is reserved to reject any proposal where an investigation and evaluation of the offeror's qualifications would give reasonable doubt that the offeror could perform prompt and efficient completion of the work per the contract.

ARTICLE 23 - PRICES

Prices quoted herein are to remain firm for the period of the contract.

ARTICLE 24 - M.I.O.S.H.A. STANDARDS

If applicable, all materials and services must meet or exceed M.I.O.S.H.A. Standards.

ARTICLE 28 - NON-DISCRIMINATION

During the performance of this Contract, the Seller agrees as follows:

- 28.1 The Seller shall not discriminate against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.
- 28.2 The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation.
- 28.3 The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

ARTICLE 29 - UTILIZATION OF MINORITY VENDORS

The utilization of minority vendors and subcontractors are encouraged, wherever possible, on public contracts. The contractor should make full efforts to locate minority business persons. For assistance in identifying minority offerors and subcontractors, contact the Kentucky Office for Minority Business Enterprises, 2316 Capitol Plaza Tower, Frankfort, Kentucky 40601, or Office of Equal Opportunity Contract Compliance, New Capitol Annex Building, Frankfort,

ARTICLE 33 - "PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS"

(1) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY EMPLOYEE WITH PROCUREMENT AUTHORITY TO PARTICIPATE DIRECTLY IN ANY PROCEEDING OR APPLICATION; REQUEST FOR RULING OR OTHER DETERMINATION; CLAIM OR CONTROVERSY; OR OTHER PARTICULAR MATTER PERTAINING TO ANY CONTRACT, OR SUBCONTRACT, AND ANY SOLICITATION OR PROPOSAL THEREFOR, IN WHICH TO HIS KNOWLEDGE: (A) HE, OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST THEREIN; OR (B) A BUSINESS OR ORGANIZATION IN WHICH HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY HAS A FINANCIAL INTEREST AS AN OFFICER, DIRECTOR, TRUSTEE, PARTNER, OR EMPLOYEE, IS A PARTY; OR (C) ANY OTHER PERSON, BUSINESS, OR ORGANIZATION WITH WHOM HE OR ANY MEMBER OF HIS IMMEDIATE FAMILY IS NEGOTIATING OR HAS AN ARRANGEMENT CONCERNING PROSPECTIVE EMPLOYMENT IS A PARTY. DIRECT OR INDIRECT PARTICIPATION SHALL INCLUDE BUT NOT BE LIMITED TO INVOLVEMENT THROUGH DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY.

(2) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PERSON TO OFFER, GIVE, OR AGREE TO GIVE ANY EMPLOYEE OR FORMER EMPLOYEE, OR FOR ANY EMPLOYEE OR FORMER EMPLOYEE TO SOLICIT, DEMAND, ACCEPT, OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT, IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION, PREPARATION OF ANY PART OF A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PURCHASE STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING, OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING OR OTHER DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY CONTRACT OR SUBCONTRACT AND ANY SOLICITATION OR PROPOSAL THEREFOR.

(3) IT IS A BREACH OF ETHICAL STANDARDS FOR ANY PAYMENT, GRATUITY, OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OR ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

(4) IT SHALL BE A BREACH OF ETHICAL STANDARDS FOR ANY PUBLIC EMPLOYEE OR FORMER EMPLOYEE KNOWINGLY TO USE CONFIDENTIAL INFORMATION FOR HIS ACTUAL OR ANTICIPATED PERSONAL GAIN, OR THE ACTUAL OR ANTICIPATED PERSONAL GAIN OF ANY OTHER PERSON.

NOTE: THIS PROHIBITION AGAINST CONFLICTS OF INTEREST AND GRATUITIES AND KICKBACKS SHALL BE CONSPICUOUSLY SET FORTH IN EVERY LOCAL PUBLIC AGENCY WRITTEN CONTRACT AND SOLICITATION THEREFOR.

ARTICLE 38 - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Vendor and/or its Principals is

(are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

“Principals”, for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.

ARTICLE 39 - BUY AMERICAN

1. The Buy American provision was added to the National School Lunch Act (NSLA) by Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336). Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product.

The following clause language is suggested but not mandatory:

"Domestic Commodity or Product" are defined as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States.

"Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Buy American: Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable.

Domestic commodity or product

means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Federal regulations require that all foods purchased for Child Nutrition Program be of domestic origin to the maximum extent practicable. While rare, two (2) exceptions may exist when: the product is not produced or manufactured in the US in sufficient reasonable and available quantities of a satisfactory quality, such as bananas and pineapple; and competitive proposals reveal the cost of a domestic product is significantly higher than a non-domestic product. ALL products that are normally purchased by Distributor as non-domestic and proposed as part of this solicitation must be identified with the country of origin. Distributor shall outline their procedures to notify School when products are purchased as non-domestic. Any substitution of a non-domestic product for a domestic product (which was originally a part of the solicitation), must be approved, in writing 10 days prior of delivery date, by the Food Service Director, prior to the delivery of the product to the School. Any non-domestic product delivered to the School, without the prior written approval of the Food Service Director, will be rejected. Distributor must affirm their willingness to assert their best and reasonable efforts to ensure compliance with this federal rule.

ARTICLE 43 - DELIVERY

Awarded contractor(s) may not add fuel surcharges or other miscellaneous charges to bid prices or invoices. All charges MUST be included in your bid price.

Cindy Francis

Signature

Cindy Francis

Printed Name

Secretary, Board of Education

Title

3/29/2022

Date

Company Name

Montague Area Public Schools

Address

4882 Stanton Blvd.

Montague, MI 49437

C O S T S C H E D U L E F O R M

Notes: The bid shall be awarded to the highest evaluated offer submitting a proposal meeting all specifications and conditions as outlined in this request for proposal.

Failure to provide all required information may subject your bid to rejection.

Bids must be typewritten or printed neatly in ink. If information cannot be easily determined, your bid shall be subject to rejection.

No alternate bids will be accepted. Only one bid per item will be accepted on this proposal.

This form is to be used to submit pricing information

PROJECT: **Produce Washer**

RESPONDANT: _____

Cost Equipment: \$ _____

Other cost: \$ _____

Cost of Installation, Set-Up and Training: \$ _____

Includes: _____

Excludes: _____

Other Costs: Identify any other costs or fees not included in the above pricing.