



NAVAJO PREPARATORY SCHOOL

Request for Proposals for
Food Service Vendor Proposals Due By Thursday, February 29, 2024

Navajo Preparatory School
1220 West Apache Street
Farmington, NM 87401
505-326-6571

Food Service Vendor(s)

RFP Schedule

Action	Date & Time
RFP Issued	02/18/2024
READ ALL DOCUMENTS: Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.	
Deadline for Questions	02/23/2024@ 5:00pm (local time)
Answers Distributed via Addendum	02/26/2024@ 5:00pm (local time)
RFP Due Date and Time	02/29/2024@ 5:00pm (local time)
Vendor Selected and Awarded	TBD

RFP Buyer Contact Information

Name	Yvette Escojeda
Phone Number	(505) 326-6571 Ext. 120
E-Mail	yescojeda@navajoprep.com
Any inquiries or requests regarding clarification of this RFP document shall be submitted to the buyer in writing. Offerors may contact ONLY the buyer regarding the terminology stated in the procurement documents. Any other communication will be considered unofficial and non-binding.	

RFP Submittal

Proposals must be submitted electronically via email or link to file (dropbox, sharepoint, etc.) by required date and time as noted on RFP document.

RFP Term

Navajo Preparatory School reserves the right to enter into three (3) year contract with the awarded Offeror(s).

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1. **READ ALL DOCUMENTS:** Offerors must familiarize themselves with all documents contained herein; it is mandatory that all submitted offers be in compliance with all the provisions contained in the Request for Proposal. Offerors should promptly notify the Buyer of any ambiguity, inconsistency, error, or missing attachments which they may discover upon examination of the RFP.
2. **OFFICIAL CONTACT:** Offerors may contact **ONLY** the Buyer regarding the terminology stated in the procurement documents. Other NPS employees do not have the authority to respond on behalf of NPS.
Offerors **MAY NOT** contact other NPS departments, employees or the evaluation committee. Any contact with an NPS department, employee or evaluation committee member may result in rejection of any proposal.
Any other verbal communication will be deemed unofficial and non-binding. Communication directed to parties other than the Buyer will have no legal bearing on this RFP or the resulting contract(s). Any response made by NPS will be provided in writing to all Offerors by addendum; no verbal responses shall be authoritative.
3. **WRITTEN QUESTIONS:** Potential Offerors may submit written questions to the Buyer as to the intent or clarity of this RFP. All written questions must be addressed and submitted to the Buyer **NO LATER** than the date and time specified in this RFP. All times are subject to the local time zone. The Buyer will respond in a timely manner subject to the complexity of the questions. Buyer will **ONLY** respond to the written questions submitted and receive on or prior to the deadline in this RFP.
4. **SUBMISSION:** The submission of a proposal constitutes a representation by the Offeror that the Offeror has made all appropriate examinations, investigations, and analysis and has made provision as to the cost thereof in submitted proposal. By responding to this RFP, Offerors acknowledge and agree to the terms and conditions set forth in this RFP.
5. **ELECTRONIC RFP DOCUMENTS:** This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by NPS, the Offeror acknowledges that the version maintained by NPS on the NPS website shall govern.
6. **INCURRING COSTS:** Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. If applicable, any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.
7. **PUBLIC RECORDS ACT:** Navajo Preparatory School is a governmental entity subject to the State of New Mexico Inspection of Public Records Act (IPRA). If an Offeror believes that its response or parts of its response may be exempted from disclosure under New Mexico law, the Offeror may mark the pages "confidential" for consideration to exemption. NPS reserves the sole right to determine exemptions.
8. **PROPOSAL OFFER FIRM:** Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after due date. If a best and final offer is requested, the offer is good for ninety (90) days after receipt of best and final offer.
9. **FORMS AND ATTACHMENTS:** It is the responsibility of every Offeror to ensure they have downloaded the latest version of each RFP, including any addendum(s) which may have been issued and posted on the NPS Website.
10. **ADDENDUM(S):** No Addendum will be issued later than **FIVE (5)** days prior to the date for receipt of proposals, except an Addendum withdrawing the RFP or one which extends the date for receipt of proposals.

Offerors should revisit the website (<https://navajoprep.com/rfps/>), prior to the due date before submitting

their proposal to Navajo Preparatory School. All addendums must be acknowledged in the submitted proposal.

11. **CORRECTIONS:** Corrections shall be initialed in ink by the Offeror signing the proposal. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request to withdraw their proposal. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
12. **EXCEPTIONS:** Any exceptions to the scope of work and/or specifications shall be listed separately in the submitted proposal and unless otherwise stated, specifications and/or scope of work attached are the minimum requirements. Minor deviations to the specifications as listed, may be considered.

The Buyer, after review of the proposals may request clarifications on information submitted by any and all Offerors in a written format, with a specified deadline for response.
13. **NPS DISCRETION:** NPS reserves the right, pursuant NMSA 1978, §13-1-132, in its sole discretion to waive minor informalities in proposals submitted provided that such informalities have no effect on price, quality, quantity or any matter to be evaluated in making a selection and confer no material advantage on the Offeror whose nonconformity is waived. NPS reserves the right to add to or delete from the Scope of Work set forth in this RFP.
14. **BRAND NAMES:** Pursuant to NMSA 1978, §13-1-168, where a brand-name or equal specification is used in a solicitation, the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition pursuant to NMSA 1978 §13-1-168. If a vendor proposes an “equal” to scope of work/specifications, NPS is the sole interpreter of the scope of work/specifications and sole judge as to whether the “equal” proposed complies with the scope of work/specifications.
15. **OFFEROR QUALIFICATIONS:** The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirement specified within this RFP. The Evaluation Committee may reject the proposal of any potential Offeror who is deemed not to be a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
16. **AWARD:** NPS reserves the right to award all, part or none of the Scope of Work set forth in this RFP. This procurement in no manner obligates Navajo Preparatory School until a valid signed contract and/or valid Purchase Order is executed.
17. **TIMELY SUBMISSIONS:** All Offeror proposals must be received for review and evaluation no later than the time and date specified in this RFP.
Proposers understand and agree that technical support may not be readily available the day of and or the hours/minutes prior to a bid closing time (Due Date/Time). Proposers also understand and agree that internet access, browsers, and operating systems are not supported by Navajo Preparatory School and/or its agents.
Suppliers are strongly encouraged to review, create, and submit all electronic RFP responses several days in advance of the due date and time. If you have any questions, contact the Buyer listed on the RFP documents for assistance.
18. **EXTEND SUBMISSION TIME:** NPS may in its sole discretion extend the time for the submission of bids upon a finding that it is in the interest of NPS to do so. Such extensions shall be by addendum(s), which may be issued before or on the submission due date.

19. **RFP OPENING:** Submitted proposals shall not be publicly opened. The contents of the proposals shall not be disclosed during any negotiations that may occur. A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, §13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required NPS signature on the contract(s) resulting from the procurement has been obtained.
20. **RESPONSIBLE AND RESPONSIVE OFFER:** NPS may reject the proposal of any potential Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §13-1-83 and §13-1-85.
21. **SOLE RESPONSE:** Any sole response that is received may be rejected by NPS depending on available competition and timely needs of NPS. NPS reserves the right to award the contract to the responsible Offeror submitted responsive proposals most advantageous and in the best interest of NPS.
22. **NEGOTIATIONS:** NPS reserves the right to discontinue negotiations with any Offeror.
23. **MULTI-AWARD:** NPS reserves the right to multi-award contracts as necessary for adequate delivery or service in accordance with NMSA 1978, §13-1-153.
24. **AFTER AWARD:** After final contract is negotiated, approved and awarded, all proposal documents pertaining to this procurement will be open to the public, except for the material, which is proprietary or confidential.

The NPS Business Office might not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted “**Proprietary**” or “**Confidential**” subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror’s organization and data that qualifies as trade secret in accordance with the Uniform Trade Act, NMSA 1978, §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

25. **DEFINITIONS:** Definition of Terminology: This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

“**Agency**” shall mean Navajo Preparatory School(NPS)

“**Award of Contract**” shall mean a formal written notice by NPS that a firm(s) has/have been selected to enter into a contract for services.

“**Contract**” shall mean an agreement for the procurement of items of tangible personal property or services.

“**Contractor**” shall mean the successful Offeror.

“**Determination**” shall mean the written documentation of a decision of a procurement manager including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“**Desirable**” the terms “**may**”, “**can**”, “**should**”, or “**prefers**” identify a desirable or discretionary item or factor.

“**Evaluation Committee**” shall mean a body constituted to evaluate proposals and make selection recommendation.

“**Finalist**” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score

on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Evaluation Committee.

“Mandatory” the terms **“must”**, **“shall”**, **“will”**, **“is required”**, or **“are required”**, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder’s bid.

“Offer” – the term means “proposal”, “solution”, means all documents submitted to NPS responding to RFP.

“Offeror”, **“Bidder”**, or **“Proposer”** is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP.

“Owner” shall be Navajo Preparatory School.

“Purchase Order” shall mean the document, which directs a Contractor to deliver items of tangible personal property or services pursuant to an existing contract.

“Request for Proposal” or **“RFP”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” shall mean an Offeror who submits a responsive bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible property described in the RFP.

“Responsive Offer” or **“Responsive Proposal”** shall mean a bid, which conforms in all material respects to the requirements set forth in the RFP.

TERMS AND CONDITIONS

1. **APPLICABILITY:** These terms and conditions are applicable and form a part of the resulting contract documents, and each purchase order issued for good and/or services included in the scope of work and proposal forms issued herewith.
2. **TERM:** NPS reserves the right to procure the services/goods as described in this RFP and enter into a contract as described on RFP front cover.
3. **REQUEST(S) NOT DEFINED IN SCOPE OF WORK:** Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of this contract. Should such requests occur, Contractor has the responsibility of calling such violations to the attention of the NPS Procurement Officer.
4. **ASSIGNMENT:** It is mutually understood and agreed that the successful Offeror(s) shall not assign, transfer, convey, sublet or otherwise dispose of the purchase order, contract, or his/her right, title of interest therein, or power to execute such purchase order or contract to any other person, company or corporation without the previous written consent of NPS.
5. **NO MINIMUM GUARANTEE:** Navajo Preparatory School does not guarantee a minimum amount of purchases in conjunction with award of this request for proposals.
6. **PURCHASE ORDER REQUIRED:** A purchase order commitment represents an obligation to pay a vendor for future delivery of goods and/or services. No payments will be made for work performed or goods delivered before a Purchase Order is issued by NPS Purchasing Department. Vendors who commence work before they have received a valid purchase order do so at their own risk and payment is not guaranteed. Purchase Orders are issued by NPS and submitted electronically to the vendor by email.
7. **PRICING ESCALATION (if applicable):** Price escalation may be considered only at yearly observance of award (anniversary date) and only upon receipt of written request from Contractor stating reason(s) for escalation and the amount being requested. Justifying documentation **MUST** accompany price escalation request.
8. **TAXES:** NPS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of taxes on tangible personal property. A NTTC will be issued upon request.
9. **NON-APPROPRIATION:** NPS' obligation to make payment under the terms of this RFP is contingent upon its appropriation of sufficient funds to make those payments. If NPS does not appropriate funds for the continuation of this procurement, this procurement will terminate upon written notice of that effect to the Contractor. NPS determination that sufficient funds have not been appropriated is firm, binding and not subject to review.
10. **PROCUREMENT CODE:** The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico Criminal Statutes impose felony penalties for bribes, gratuities, and kickbacks.
11. **PROCUREMENT UNDER EXISTING CONTRACTS:** In accordance with NMSA 1978, §13-1-129, Offerors are hereby notified that other governmental entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for services with the awarded Offeror. Contractual engagements accomplished under this provision shall be solely between the awarded Offeror and the contracting entity with no obligation by Navajo Preparatory School
12. **TERMINATION:** Either party may terminate this contract as follows:
 1. Termination by the Contractor, The Contractor may terminate this contract **only** if Navajo Preparatory School fails to comply with any provisions of this contract and after receiving notice of the noncompliance NPS fails to cure the noncompliance within ten (10) days, or
 2. By written mutual agreement between the Contractor and NPS.

13.

A. Termination by NPS

1. For Cause

- a. The occurrence of either one of the following events will justify termination for cause:
 - i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).
 - ii. Contractor's violation in any substantial way of any provisions of this contract.
- b. If either one of the events identified above occur, NPS may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.
- c. Where Contractor's services have been so terminated by NPS, the termination will not affect any rights or remedies of NPS against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by NPS will not release the Contractor from liability.

2. For Convenience

- a. Upon ten (10) days written notice to Contractor, NPS may without cause and without prejudice to any other right or remedy of NPS, elect to terminate the contract.
- b. In such case, Contractor shall be paid (without duplication of any items):
 - i. For completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination.
 - ii. For expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract document in connection with uncompleted work.
- c. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14. **INDEMNIFICATION:** The Offeror shall be responsible for damage to persons or property that occurs as a result of Offeror's fault or negligence, or that of any of his/her employees, agents or subcontractors. Offeror shall save and hold harmless Navajo Preparatory School against any and all losses, cost, damage, claims, expenses or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Offeror's operation shall be repaired and/or restored to their original condition at the Offeror's expense.

15. **INSURANCE:** The successful Offeror shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability Insurance approved by NPS at the time of contract award. Navajo Preparatory School shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability Contractor shall furnish Owner with certificates of insurance with the contract documents and prior to the commencement of work.

General Liability Insurance – per occurrence General Aggregate - \$2,000,000 Product/completed operations aggregate \$1,000,000	\$1,000,000
Professional Liability Insurance (E&O)-per occurrence Professional Aggregate - \$2,000,000	\$2,000,000
Bodily injury, per occurrence	\$1,000,000
Medical and medically-related expenses	\$10,000
Vehicle bodily injury, each occurrence, excluding medical and medically related expenses	\$750,000
Property Damage, per occurrence	\$1,000,000
Worker’s Compensation and Employers Liability	\$1,000,000

NOTE: Certificate holder shall be: Navajo Preparatory School

Certificate of Insurance forwarded to: Navajo Preparatory School
1220 W Apache Street
Farmington, NM 87401

16. **AUDIT:** NPS reserves the right to audit the Contractor’s records associated with this contract at any time during the contract period and for a period of up to three years following the expiration or termination of the agreement. Such audit may be conducted by NPS personnel or a third party under contract with NPS. NPS shall give the Contractor reasonable notice prior to the conduct of any audit and upon receiving the notice from NPS the Contractor agrees to fully cooperate with the auditors. If Contractor subcontracts any portion of its obligation to another party, Contractor shall guarantee NPS’ access to books and records of such party.
17. **GOVERNING LAW:** This RFP and any contract with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.
18. **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor performing services for NPS. The Contractor shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of NPS as a result of this procurement.
19. **DEBARMENT OR SUSPENSION:** A business (Contractor, Subcontractor or Supplier) that has either been debarred or suspended pursuant to the requirements of NMSA 1978, §13-1-177 through §13-1-180, and §13-4-11 through §13-4-17 as amended, shall not be permitted to do business with NPS and shall not be considered for award of the contract during the period for which it is debarred or suspended with NPS.
20. **CONFLICT OF INTEREST:** By submitting a proposal, the Offeror certifies that no relationship exists between the Offeror and NPS that interferes with fair competition or is a conflict of interest; and no relationship exists between such propose and another person or firm that constitutes a conflict of interest that is adverse to NPS. that may be authorized by the individual student or employee. Vendor agrees to indemnify and hold harmless NPS from any damages, claims, liabilities, and costs including reasonable attorney fees in the event any unauthorized release of such information occurs.
21. **DELIVERY:** The goods shall be delivered free of the rightful claim of any third person, any security interest or other lien. Unless otherwise agreed all goods called for in this RFP shall be tendered in a single delivery and payment is due only upon such delivery (NET 30).

22. **FOB:** Unless stated otherwise, the price for goods is FOB: Destination (NPS' designated address). Proposal prices shall include all freight and delivery charges.
23. **DELAYS IN DELIVERY:** Time is of the essence and this purchase may be subject to termination for failure to deliver on time, unless delay was caused by NPS. If delay in delivery is foreseen, Seller must notify the NPS Requesting Department of late delivery, cause of late delivery and remedy for late delivery.
24. **INSPECTION:** Final inspection will be made at the destination upon completion of delivery of goods/services. Final inspection shall include any testing or inspection procedures required by the specifications.
25. **ACCEPTANCE:** Acceptance of delivery of goods/services shall not be considered acceptance of the goods/services furnished. Acceptance occurs when the Requesting Department, after a reasonable opportunity to inspect the goods/services, signifies to the seller that the goods/services are conforming and fails to make an effective rejection.
26. **BUYERS REVOCATION OF ACCEPTANCE:** Requesting Department can revoke acceptance of goods when it is discovered, in a reasonable time, that the Sellers nonconforming goods substantially impair the value of the goods.
27. **SELLERS RIGHT TO CURE A NONCONFORMING DELIVERY OF GOODS:** The Seller, upon notice of revocation of acceptance, shall correct without charge and deliver conforming goods in a reasonable time.
28. **INVOICES:** Vendor shall submit invoices directly to NPS Accounts Payable, unless otherwise instructed. Invoices may be sent to ap@navajoprep.com. Each invoice shall include NPS Purchase Order Number.
29. **PAYMENT:** Any invoice received, and payment made shall be subject to NPS' terms and conditions (NET 30) unless specifically waived by NPS in a separate written document.
30. **USE OF NAVAJO PREPARATORY NAME OR LOGO(s):** Vendor may not use NPS official name or logo, or any phrase associated with Navajo Preparatory School, without written permission from the Head of School.
31. **DISPUTE RESOLUTION:** In the event the Parties do not agree to mediate the dispute or unable to resolve the dispute through mediation, then the dispute shall be resolved by binding arbitration. Such arbitration shall be governed by the New Mexico Uniform Arbitration Act, NMSA 44-7A-1, et seq. as amended.

SCOPE OF WORK

OVERVIEW

Navajo Preparatory School, Inc. (NPS) was established in 1991 by the Education Committee of the Navajo Nation Council (Resolution ECMY-33-91). The school is incorporated under the Navajo Nation Corporation Code and the New Mexico State Corporation Commission as a non-profit organization under 501(c)(3) of the IRS code. Navajo Prep is located in Farmington, New Mexico. The School operates under the auspices of Public Law 100-297 as a grant school with federal funding, pursuant to legislative sanction by the Navajo Nation. The current re-authorization of the Public Law 100-297 by the Navajo Nation Board of Education ends June 30, 2022. Currently, NPS has a student population of 270 and a residential population of 160 who are provided dinner Monday thru Thursday.

RFP SCHEDULE

The RFP Buyer will make every effort to adhere to the RFP Schedule as noted on front cover of this RFP. The schedule is subject to change by addendum. The evaluation committee **MAY** interview the Offeror(s) of the top rated proposals; however, contracts may be awarded without such interviews and based solely on written offers. Finalists will be contacted to schedule interviews if required. If an interview is requested, evaluation scores will be re-scored to reflect written response and interview response.

PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Food Service Vendor(s) for co-curriculum programs (such as DECA), and/or entities approved by the school principal.

SCOPE OF SERVICES

The purpose and intent of this RFP is to establish responses for Grocery Products to be supplied on demand for Food & Nutrition Services.

Items being proposed in this RFP should meet the requirements and specifications of items in attachment A. Vendor should identify substitutes of “equal or better” quality for each item being substituted. If item is substituted, vendor must submit specification sheets for each item and NPS may request a sample of product that Vendor will provide at vendor cost.

Regardless of discounts received, NPS reserves the right to negotiate a deeper discount in the event of a large quantity purchase.

Negotiation of Related Items:

During the life of the contract, NPS reserves the right to negotiate with successful vendor(s) for pricing on items related to this contract but not specifically named herein.

Food Protection:

Transportation of food must meet the New Mexico Environmental Code of Ordinances. All foods while prepared, served, displayed, stored, sold at food processing and/or food service establishments or during transportation shall be wholesome and protected from contamination. The product temperature of all potentially hazardous food be maintained at 40 degrees F. (7 degrees C.) or below 140 degrees F. (60 degrees C) or above, except during necessary period of preparation. Frozen product should be frozen solid when being received at a temperature of 0 degrees. Refrigerated trucks are required for delivery of all frozen foods.

It is crucial that all products be delivered on time and at the appropriate temperatures to meet health code requirement. Foods received at the wrong temperature will not be accepted.

Nutritional Information:

Every product proposal must meet all USDA Regulations for use in School Nutrition Programs.

All specifications listed in this RFP document are nutritionally NSLP (National School Lunch Program) and NSBP (National School Breakfast Program) approved products.

Product Specification Information:

Product specification information must be submitted for every item you are proposing on. The minimum requirements for all finished product, specifications should include:

- Product Name, Item code and description
- Weight Case/Pack Tie x Hi
- Shelf Life
- Storage Conditions
- Directions for Use
- Ingredients
- Allergens
- Nutrition Information
- Regulatory and label compliance
- Manufactures details
- Method of preservation
- GMO Status
- Country of Origin
- Document control including issue date
- Method of traceability
- CN Labels (if applicable)

FAILURE to submit the requested information may be cause for the proposal to be deemed non-responsive by the Buyer.

Ordering of Food Products:

The ordering of food products shall be made via NPS Purchase Order issued by the NPS Business Office. Any order placed via any other means may become the personal responsibility of the person placing that order. Once order is placed, all vendors shall provide confirmation within 48 hours of order that includes delivery date and product quantities, to Food and Nutrition Services.

Bracket Pricing:

Attachment A, Please include Bracket Pricing on all items you are proposing on as this affects the pricing on items when building truckloads. Bracket pricing **will not** be accepted after awards.

Quantities:

The estimated quantities as shown are a projected/proportional annual usage based on historical data. This is not a commitment to purchase. The information is included to provide a potential offeror with some idea of possible contract activity. Contact Victor Alvarez, (505) 326-6571, ext. 112 for an approximate amount/usage before placing your orders.

Product requirements:

Grades and other requirements specified for items are based on current U.S. Standards as applicable. Drained weights, brix values and other related values, as applicable to the items listed in these specifications shall be those required by the U. S. Standards and Federal Specifications in effect at the time of the proposal.

All food products furnished to NPS shall comply with the latest standards and regulations established by the Federal Laws (including the Federal Food, Drug and Cosmetic Act) and the U.S. Department of Agriculture (USDA).

All frozen fruits and vegetables covered by specifications for frozen foods as issued by NPS shall be unconditionally guaranteed as to represented grade.

When quality is questioned, the successful vendor will furnish to NPS on request, USDA Certificates of Grade. Any expense incurred in obtaining grade certification shall be the sole responsibility of the vendor and solely born by the vendor. If any product is found to be below the grade specified, it shall be immediately replaced by the vendor.

Grocery:

- Vendors shall state on pricing proposal the packer and location of each items.
- All Items offered shall be of the latest season's pack.
- All cans shall be labeled as to contents and shall conform in every respect to the provisions of the Federal Food, Drug and Cosmetic Act.

Pricing Proposal: – Attachment A

Pricing sheets have been created with categories which have tabs on the bottom of the page referencing these categories. Each tab will have items with specifications for you to propose on. Please review the pricing sheets carefully, as to particular references are made to products. Pricing sheets must be typed, do not hand write in information, in order for accurate entry on analysis report.

If vendor does not have specific item, you may list an equal or better item on column titled –Alternate Product Item Code – Column E (if applicable). Offerors should propose only on items that company can provide as NPS requests. Do not add additional new items as they **will not** be accepted.

Column **F** drop down field must be selected; **Specified or Alternate Pricing** to identify the product brand. If this field is not selected, your item(s) will be eliminated from scoring.

Column **J** – Commercial Price 3 (Minimum), **must** be filled in on all items you are proposing on, as this column will be factored in for points, in the **Evaluation Criteria**. **FAILURE** to fill Column **J** – Commercial Price 3 (Minimum) may be cause for the proposal to be deemed non-responsive by the Buyer.

Usage Reports:

The awarded vendor shall provide an electronic copy of a usage report monthly/yearly upon the request from Food and Nutrition Services. The report shall provide complete information identifying the item number; description, quantity, price and total amount spent under this agreement. Please submit a sample usage report with your proposal.

Defective/Damaged Product:

All defective/damaged products shall be replaced and exchanged by the vendor within five (5) days of notification. Photos will be provided to vendor as verification of damage. At no time will NPS hold damaged product(s) for a vendor(s) verification. The cost of transportation and re-shipping or other like expenses shall be paid by the vendor.

If issues in delivery arises, contractor will be notified and be given the opportunity to correct the issue(s). NPS Food & Nutrition Services and/or Procurement will make a single phone request. If within 5 days after phone notification the issues have not been resolved, NPS reserves the right to cancel the contract. In the event this

should occur, NPS Procurement and Food and Nutrition Services in conjunction with the contractor will determine a phase out period for ease of transition to a new contractor. At no time will NPS be without service.

Delivery of Food Products:

All deliveries shall be to the requesting school/department per the purchase order and FOB Destination.

Customer Support Services:

Vendor shall provide information that includes policies on replacements, returns, restocking fees, delivery and sales service, and order tracking. Additionally, vendor shall provide to NPS Food and Nutrition Services, details on what mechanism they have in place or will implement to ensure that all orders placed with the vendor are priced correctly per this RFP.

Delivery:

Prompt delivery is of the essence and is a factor in determining the successful Offeror. Delivery time after placement of order must be stated in definite terms.

Delivery times quoted must be accurate. Failure to meet the quoted times may result in cancellation of contract and an alternative Offeror will be assigned at the discretion of NPS.

Awarded Contractor shall ship all orders in a single shipment whenever possible. Partial shipment of less than 25% of the ordered quantity for any line item will **not** be accepted and will be returned to shipper at shipper's expense.

Delivery appointments must be made a minimum of 3 days in advance.

All deliveries must have a scheduled delivery time to limit the wait and back up at the loading dock. Deliveries that have a scheduled time will have priority. NO EXCEPTIONS

Successful contractor(s) are required to deliver to the NPS food services kitchen.

Purchase Order and Invoicing Procedures:

Price Agreement (PA) will be issued to the successful contractor(s) for all awarded items for the duration of the contract. A single Blanket Purchase Order referencing the Pricing Agreement will be issued to the awarded contractor for the duration of the contract.

Proof of delivery document, showing the NPS Purchase Order, delivery location, and the full signature with printed name underneath of employee receiving the item(s) must be submitted to NPS Food and Nutrition. Initials are not acceptable and will not be processed for payment. NPS will not pay for unauthorized purchases.

Itemized invoices, clearly referencing appropriate pricing agreement number and PO number shall be submitted to Navajo Preparatory School, Attn. Accounts Payable, 1220 W Apache Street, Farmington, NM 87401. Copies of delivery tickets or proof of delivery, signed by the receiving employees, and other information needed to substantiate charges shall be attached to the invoice for auditor tracking purposes.

NPS will make a good faith effort to work with your company to remedy any problems with invoices. If invoices are not generated as per contract pricing and invoiced properly, NPS reserves the right to request corrected invoices.

As a minimum, the following information must appear on all Delivery Tickets and Invoices:

- a. Price Agreement Number
- b. Purchase Order Number
- c. Invoice Number
- d. Order Date
- e. Delivery Date
- f. Item Number
- g. Item Description
- h. Quantity Shipped
- i. Lot/Batch #'s
- j. Unit Price
- k. Extended Price
- l. Total Invoice
- m. Location Number
- n. Recipient's Signature
- o. Company Header

Use of Federal Funds:

Food Services revenues are derived primarily from Federal sources. Federal Law prohibits application of any residential preference when the expenditure of federal funds designated for specific purchase(s) is involved.

Request(s) not defined in Scope of Work:

Contractor shall be held responsible to **NOT** fill requests which are clearly beyond the defined scope of the proposed contract. Should such request occur, contractor has the responsibility of calling such violations to the attention of the NPS Procurement Buyer.

Guarantee:

All Offerors must guarantee full satisfaction of their products use or permit unsatisfactory product to be returned for full money refund. Offeror will replace damaged items at no cost to NPS.

Promotional Gifts and Activities:

NPS Policy prohibits the distribution of jackets, shirts, NPS or any other clothing items with company or product logo or any other form of advertising to its employees. Furthermore, NPS employees are prohibited from entering drawings, contest or other promotional/advertising activities with vendors or potential vendors in connection with a procurement action.

Protection of Adjacent Surfaces:

The contractor shall take all measures necessary during the course of delivery to protect existing property including adjacent surfaces, equipment, electrical systems, piping, sidewalks, and landscaping from damage and shall repair promptly any such damage at his own expense and to the satisfaction of NPS.

Price Agreements:

Upon award, NPS will issue a pricing agreement which will be in effect for the duration of the contract and which will accommodate multiple billings as work is completed.

The Agriculture Appropriations Act for Fiscal Year:

Buy American Provision of the Law: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to the maximum extent practicable, "domestic commodities or products" for use in meals served under the NSLP and SBP. The legislation defines "domestic" commodities or products for use in meals served under the NSLP and SBP. The

legislation defines “domestic” commodity or product as one that is produced and/or processed in the United States substantially using domestic agricultural commodities. “Substantially” means that over 51% of the final processed products consist of agricultural commodities that were grown in the United States.

Brand Names:

Brand names as may be noted are for the offeror(s) reference as to level of quality or approved products which meet the Federal/State Nutrition Rules. Food & Nutrition Services **may** request sample(s) if offering alternate product. Sample(s) will be examined by Food and Nutrition Services per the required specifications. Please supply samples at no cost to NPS, **only** if requested.

Equivalent Products:

Equivalent products offered will be evaluated and approved based on a comparison of the proposed equivalent product’s specifications listed. The determination of equivalency shall be based solely of the opinion of the Navajo Preparatory.

Substitutions:

No substitutions or product are allowed unless “**written prior approval**” by NPS Purchasing Department and Food & Nutrition Services. A substitution, if approved, shall be billed at the same per unit cost as the original offer item. A substitution not approved will be refused at delivery and Offeror will be responsible for return shipment at no cost to NPS.

Items may be added throughout the term of the contract, to accommodate Navajo Preparatory Schools lunch menus. New items must be approved and registered with USDA before consideration for Navajo Preparatory School. Products must be appropriate for School Nutrition Programs (SNP’s) with proper documentation to include: complete product description, Nutrition Facts, Ingredient List, CN Label (if applicable).

Vendor may replace or add products to the contract if; the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the

requirements of the RFP. Products may not be added to avoid competitive procurement procedures. Navajo Preparatory School may reject any proposed additions, without cause, in its sole discretion.

Changes on product codes and nutritional’s **must** be communicated to Food & Nutrition Services by manufacturer/distributor or broker.

General Definition of Product Categories:

Offeror’s are to propose the broadest possible selection of food products and distribution for K-12 schools for the nineteen (19) categories listed.

Please note, four (4) tabs below are to be **Award All or None**, Aseptic Fruit Juice, Frozen Fruit Juice, Aseptic Vegetable Juice, Vegetable Frozen Juice, Therefore, Offeror’s should have demonstrated experience in providing the Products and Services as defined in this RFP, including but not limit to:

- **Baking, Spices:** This category includes and is not limited to; flour, oil, sugar, spices etc.
- **Beverage:** This category includes and is not limited to: Milk, Water, Coffee, etc.
- **Breads, Tortilla:** This category includes and is not limited to: Biscuits, Bread, Croissants, Buns, Tortilla, etc.
- **Cereal: (Selected items to be Award All or None)**
 - This category includes and is not limited; to individual cereal bowls, cups and bars
- **Condiments, Dressing, Sauces:** This category includes and is not limited to: sauces, seasoning,

- condiment, gravy, dressings, etc.
- **Crackers:** This category includes and is not limited to: crackers, graham crackers, etc.
- **Dairy, Non Dairy:**
 - This category includes and is not limited to; butter, margarine, yogurt parfaits, etc.
- **Entrée's Frozen:**
 - This category includes and is not limited to; corn dogs, egg rolls, rolled tacos, dumplings, etc.
- **Fruits:**
 - This category includes and is not limited to; frozen strawberry cups, mixed fruit cups, canned applesauce, sliced apples, canned mix fruit, dried fruits, raisins, etc. Meat (Meat Alternates):
 - This category includes and is not limited to; beef patties, beef fingers, chicken tenders, chicken wings, turkey, plant based protein, etc.
- **Juice – Fruit Aseptic: (To be award All or None)**
 - This category includes and is not limited to; 100% aseptic fruit juice singles.
- **Juice – Fruit Frozen: (To be award All or None)**
 - This category includes and is not limited to; 100% frozen fruit juice singles.
- **Juice – Novelties & Slush:**
 - This category includes and is not limited to; 100% fruit and vegetable juice novelties, single pouches, cups, bars, etc.
- **Juice – Vegetable Aseptic: (To be award All or None)**
 - This category includes and is not limited to; vegetable juice needs to have both Aseptic ½ cup vegetable equivalent.
- **Juice – Vegetable Frozen: (To be award All or None)**
 - This category includes and is not limited to; vegetable juice needs to have both frozen ½ cup vegetable equivalent.
- **Smart Snack & Chips:**
 - This category includes and is not limited to; snack mixes, single serving chips, popcorn, assorted bars, etc.
- **Vegetables:**
 - **This category includes and is not limited to;** frozen vegetables, canned vegetables, canned beans, Chile, potatoes, etc.
- **Whole Grain – Frozen:**
 - This category includes and is not limited to; breakfast grains, cinnamon rolls, crumbles, fruit bars, donuts, frudels, muffins. etc.
- **Miscellaneous:** This category includes and is not limited to; anti-oxidant, infant formula and cereal, enrober, gelatin, etc.

Note: Within the item description in the Cereal and Smart Snack & Chips tab, selected items are to be Award All or None.

Smart Snack & Chips tab, Item #26 Single Serve – 2 lines are available to add additional flavors. (if applicable)

PRICE FORM (attachment A)

Please fill out all columns in attachment A for each of your food items. The information submitted in attachment A will be a factor in determining award.

OPERATIONAL PROCEDURES

The following activities will be required of the successful contractor(s).

- a) Delivery times must be accurate. Deliveries will be made at various times during the contract period. Emergency orders may be required.

- b) The protocol for accepting and declining meal deliveries based on federal meal program requirements.
- c) Emergency plans in the event of delivery being impossible (e.g. weather, power outage) when school is still in session.
- d) Expectations for the school when class is cancelled due to weather.
- e) Where vendor agrees to comply with all applicable municipal, state, and federal laws in food procurement, and storage and handling, as well as all applicable municipal, state, and federal laws pertaining to food safety, including, but not limited to, food preparation, holding and delivery.
- f) Where vendor agrees to ensure that portions and meals meet or exceed USDA School Lunch Program, School Snack Program guidelines, and Nutrition Standards for All Foods Sold in Schools.
- g) Delivery vehicles must be cleaned on a regular basis, free of excessive dirt and debris and clearly labeled with the name of the supplier.
- h) Delivery containers shall be free from any unsanitary condition caused by the presence of harmful microorganisms, specified risk materials or chemical residues or filth that could adulterate, cross contaminate and diminish the quality of the food. Delivery containers must be cleaned and sanitized on a daily basis.
- i) Temperature of food must be recorded when leaving the food establishment and arriving at the school. It is crucial that all products be delivered on time and at the appropriate temperatures to meet health code requirements. Foods received at the wrong temperature **will not be accepted**.

DELIVERY PERSONNEL

The awarded contractor(s) shall follow all standard safety practices for delivery. He/she at all times, shall comply with requirements of the Occupational Safety and Health Act of 1970.

- a) Delivery personnel must sign in at the security office before entering for safety protocol.
- b) Delivery personnel shall report any property loss or damage to their supervisor immediately. The supervisor shall report damage, within 24 hours, to the designated school personnel in writing specifying the location and extent of the damage.
- c) Delivery personnel shall wear a NPS visitor badge with uniform with the company logo while on Navajo Preparatory School premises.
- d) Delivery personnel must be of good integrity and character.
- e) Delivery personnel must be free from all communicable diseases and possess good hygiene.
- f) Delivery service shall be performed in a fully professional matter.

EVALUATION CRITERIA

EVALUATION CRITERIA Proposals must address each of the following criteria. Each proposal may be awarded points up to the numeric value listed.

	Possible Points
<p>Company Profile Submit detailed information describing your company’s qualifications providing goods/items as requested in the Scope of Work. Provide information about the company that demonstrates the ability and capacity of the company expressed in:</p> <ul style="list-style-type: none"> • Terms of its Human Resources (number, quality, skills and experience) • physical and material resources • financial resources <p>Demonstrate your company’s competence as it relates to the ability to deliver goods as required in the scope of work.</p>	15
<p>Delivery and Customer Service Submit information on your company’s policy procedures on back orders/shortages, minimum quantity for delivery and lead times.</p> <p>Submit written information regarding policies on returns, replacements, and restocking fees.</p> <p>Please provide a sample usage report (both monthly and yearly) that meets requirements contained on page 16 of this document. Provide detailed information on how NPS staff will be able to retrieve usage reports.</p>	25
<p>Nutritional Standards Describe in detail how your company meets the USDA Regulations for School Nutrition Programs.</p>	5
<p>Product Specification Information Product specification information must be submitted for every item you are proposing. Products spec. information requirements contained on page 15.</p>	10
<p>Quality Control of Products Offered Food products are expected to be handled under the highest standards of quality control. The manufacturer is responsible for the quality of the product being offered and subsequently awarded. Please describe in detail the process for quality control.</p>	15
<p>Pricing Submit detailed information as requested in Attachment A. All columns of Attachment A must be filled out with pricing or “N/A”. Evaluation points will be factored from Column J Commercial Price 3 (Minimum) from every category you are proposing on. FAILURE to fill Column J may be cause for the proposal to be deemed non-responsive by the Buyer.</p>	30
Total Possible Points	100
Interview (if needed)	50
Total Possible Awarded Points	100-150

SUBMITTAL REQUIREMENTS

ATTENTION:

Proposals must be submitted electronically via email or link to file (dropbox, sharepoint, etc.) by required date and time as noted on Bid/RFP documents.

Proposal Format -

Proposals shall not exceed 60 pages total for all of the sections listed below. Each sheet face that is printed with text or graphics counts as one page.

1. Company Profile
2. Experience and References
3. Delivery and Customer Service
4. Nutritional Standards
5. Product Specification Information Quality Control of Products Offered
6. Pricing – Attachment A
7. Offerors Submission

FORMS & ATTACHMENTS

LETTER OF TRANSMITTAL FORM
SUBMIT WITH YOUR PROPOSAL

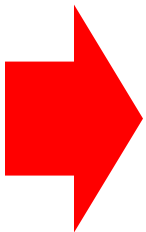
Items **MUST** have a response, failure to respond to all items **WILL** result in the disqualification of your proposal.

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the Person authorized by the organization to contractually obligate the organization:

Name	
Title	
E-Mail Address	
Telephone	

- On behalf of the submitting organization named in item one (1) above, I accept NPS Terms and Conditions.
- I agree that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP.
- I acknowledge receipt of any and all amendments of this RFP.



Authorized Signature and Date (**Must be signed** by the person identified in Item #2, above.)

PROPOSAL SUBMITTAL REQUIREMENTS AND CHECKLIST

Please submit your completed proposal, including the following items. Note that the requested information is mandatory and **failure to submit these items with your response may deem it non-responsive and may be disqualified.**

- Letter of Transmittal, **SIGNED**
- Evaluation Criteria Documentation to **address** each evaluation criteria.
- Sample Usage Report
- Price Proposal – Attachment A
- Product Specification Information

** If items are not completed as required, your proposal may be deemed non-responsive.*