

**NAVAJO NATION, DEPARTMENT OF DINE' EDUCATION
Navajo Head Start (NHS)**

RFP Bid No. 25-01-3541GC

Food Catering Services

PROPOSAL DUE DATE: January 31, 2025

DESCRIPTION: Food Catering Services – Kayenta Unified School District.

CONTACT PERSON: Lavine J. Roan, Principal Contract Analyst
Phone: 928-871-7061

~ RETURN PROPOSALS CLEARLY MARKED ~

“DO NOT OPEN” RFP# 25-01-3541GC - Food Catering Services

INCLUDE COMPANY NAME AND RETURN ADDRESS ON BID PACKAGE

PROPOSAL & BID SUBMITTAL DEADLINE AND RELEVANT INFORMATION:

All proposals and bids delivery using UPS or Federal Express, must be physically submitted to:

PHYSICAL ADDRESS: Navajo Head Start
SW of US Highway 264 & Indian Route 12, Suite #2A
Window Rock, Arizona 86515
ATTN: Lavine J. Roan, Principal Contract Analyst

MAILING ADDRESS: Navajo Head Start
P.O. Box 3479
Window Rock, Arizona 86515
ATTN: Lavine J. Roan, Principal Contract Analyst

SECTION I

A. RESPONDENT REQUIREMENTS:

All respondents must have, as a minimum, the capabilities listed herein, and the bid proposals submitted must reflect in detail the inclusion of these services as well as the additional forms required in Section II. Respondent should also provide technical information of delivery of services required in this Request for Proposal (RFP).

B. SCOPE OF WORK:

Navajo Head Start (NHS) is seeking proposals from qualified firms and vendors to provide food catering services to Head Start students at the Kayenta Unified School District located in Kayenta, AZ.

The **CONTRACTOR** shall be responsible for the following:

- The Caterer shall provide such services to the Institution on a Fixed-price contract basis. The Caterer agrees to prepare breakfast and lunch for delivery and/or serving to Navajo Head Start Kayena Head Start students.
- The Caterer shall assure that each meal provided to the Institution under this Agreement meets the minimum requirements as to the meal pattern and nutritional content as specified and approved by the CACFP.
- All meals served under the Program meet the requirements of 7 CFR 226.20. [7 CFR 226.6(i)(10)]
- The Caterer shall work with the Institution regarding requests made to meet USDA and ADE menu and meal pattern best practices.
- The Caterer shall not subcontract any portion of this Agreement.
-

Menu Preparation and Approval:

- The Caterer must provide menus to the Institution on a weekly basis if no cycle menus are used; or, if cycle menus are used, they must be furnished monthly or as the cycle runs. [7 CFR 226.6(i)(4)]

Meal Accommodations:

- The Institution is required, based on Federal law and USDA regulations, to make reasonable modifications to accommodate participants with disabilities. Modifications would include providing special meals, at no extra charge, to participants with a disability when the disability restricts the participant's diet. Modification requests shall be supported by a written statement in accordance with CACFP program policies, signed by a licensed healthcare professional per HNS 11-2015. If the modification can be made while adhering

to the CACFP meal pattern, the modification must be supported by the CACFP Participant Menu Modification Form and can be signed by a parent or guardian.

- The Institution and the Caterer shall work together to implement procedures for parents or guardians to request modifications to meal service for participants with disabilities and to resolve grievances. [7 CFR 15b.25 and 7 CFR 15b.6(b)]

Meal Delivery:

- The Caterer's meal delivery vehicle must be adequately constructed so as to protect the food, food service equipment, and utensils from contamination at all times during transportation. The delivery vehicle interior surfaces must be clean at all times during transportation of meals.
- During the transportation of meals, hot foods that are temperature controlled for safety, must be kept at a minimum temperature of 135° F at all times.
- During the transportation of meals, cold foods that are temperature controlled for safety, must be kept at or below 41° F at all times and be transported in containers capable of maintaining temperatures at or below 41° F.
- The Caterer must monitor and document temperatures of menu items prior to transport, upon arrival, and at the time of serving. A temperature log for each menu item served must be completed daily and maintained. The Caterer's temperature log must be made available to the Institution when requested.

Meal Estimates:

- The Institution shall provide in writing, before the first day of operation, a reasonably accurate estimate of the number of meals to be delivered to the Institution each day.
- The Caterer shall allow the Institution to increase or decrease the number of meal orders, as needed, when the request is made in writing within two hours of the scheduled delivery time. [7 CFR 226.6(i)(9)]
- Errors in meal order counts made by the Institution shall be the sole responsibility of the Institution.
- Menu Records and Documentation: [7 CFR 226.15(e)]
- The Caterer shall maintain full and accurate records/production worksheets that document:
 - The menus provided to the Institution during the term of the agreement;
 - A listing of all components of each meal; and
 - An itemization of the quantities and portion sizes of each component used to prepare each meal.
- The Caterer agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide when calculating and recording the quantity of food prepared for each meal.

The Caterer shall also maintain and make available:

- Recipes, Nutrition Facts labels, and any necessary Child Nutrition (CN) labels or product specification sheets related to the menus served;
- Records of nutrition information for whole grain rich foods, breakfast cereals, and yogurts. [HNS Memo #27-2018];
- Such cost records as invoices, receipts, or other documentation that exhibit the purchase, or otherwise availability to the Caterer, of the meal components and quantities itemized in the meal production records; and
- On a daily basis, an accurate count of the number of meals, by meal type, prepared for and delivered to the Institution. Meal count documentation must include the number of meals requested by the Institution in writing.

Records:

- The Caterer shall retain all records related to this Agreement in its possession for five (5) years after the expiration of the Agreement.
- The Caterer shall make books and records pertaining to operations under this Agreement available to the Institution at any reasonable time. The records are subject to inspection or audit by a certified public accountant hired by the Institution, representatives of the Arizona Department of Education (ADE), the US Department of Agriculture (USDA), the US General Accounting Office, and the USDA Office of Inspector General (OIG) at any reasonable time and place.
- The Institution shall have the right, at its expense, to inspect and audit the books and records of the Caterer to verify its performance and expenses submitted under this Agreement. Inspection shall take place during normal business hours at the Caterer's place of business.
- The Institution shall assure records are being completed daily and kept on file.

Health Certification and Safety:

- The Institution must have the County required number of Food Safety Inspections completed at each site in which meals are served.
- The Caterer must have the County required number of Food Safety Inspections completed every year at the facility in which meals are prepared. The Caterer shall maintain this health certification for the duration of the agreement. The Caterer must provide a copy of the current health inspection with this agreement.
- The Caterer shall provide the Institution with copies of the current health inspections. The Caterer also agrees to notify the Institution of the results of any health inspection that is made during the duration of this agreement.

- The Caterer shall maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations and comply with the food safety requirements.
- The Caterer shall assure that all food is properly stored, prepared, packaged, and transported. In addition, any substance that the food contacts or which is used in conjunction with the food shall be so handled as to assure that it does not become contaminated. [7 CFR 226.6(i)(3)]

Licenses:

- The Caterer shall maintain, in current status, all Federal, State, and local licenses and permits required for the operation of the business conducted by the Caterer.
- The Caterer must have a State or local “Permit to Operate” for any facility where it prepares meals. The Caterer shall maintain a current “Permit To Operate” for the duration of the agreement. The Caterer must provide a copy of the Permit to Operate with this agreement.

Invoicing/Payment:

- The Caterer shall present to the Institution an invoice accompanied by reports no later than the 10th day of each MONTH which itemizes the previous period’s delivery.
- The Institution shall pay the Caterer by the last day of each MONTH the full amount as presented on the itemized invoice.
- The Institution shall pay the Caterer for all meals delivered when due in accordance with the Agreement.
- The Institution shall notify the Caterer within forty-eight (48) hours of receipt of any discrepancy in the invoice.
- No payment shall be made for meals that are spoiled or unwholesome at the time of service, do not meet specifications developed for each food component specified in 7 CFR 226.20, or do not otherwise meet the requirements of this Agreement.
- No deduction in payment shall be made by the Institution unless the Institution notifies the Caterer in writing within forty-eight (48) hours of the meal service for which the deduction is to be made, specifying the number of meals for which a deduction is to be made and describing the reasons for the deduction.
- The Caterer agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement.
- In cases of nonperformance or noncompliance on the part of the Caterer, the Caterer shall pay the Institution for any excess costs the Institution incurs by obtaining meals from another source. [7 CFR 226.6(i)(7)]

- Service Site(s): For the purpose of this Agreement, the Caterer shall make and deliver meals that comply with the CACFP and this Agreement to the food service site(s) at the following location(s): Kayenta Head Start, Kayenta, AZ.
- Delivery Requirements: The Caterer shall make deliveries of the meals only to the authorized Site(s) within the hours and on the days school is in session.

The NATION shall be responsible for the following:

- Program Compliance: The Institution shall assure that the Caterer has a copy of 7 CFR 226.20, the Meal Pattern that is to be followed, and all other technical assistance materials pertaining to the food service requirements of the CACFP. The Institution will, within twenty-four (24) hours of receipt from ADE Health & Nutrition, advise the Caterer of any changes in the food service requirements.
- Program Regulations: The Caterer shall be in conformance with the applicable portions of the Institution's agreement under the program. [7 CFR 226.6(i)(6)]

RFP Submittal Deadline:

All RFP's must be received/ mailed / or physically delivered on or before **January 31, 2025, at 5:00 p.m.**

and must be mailed or physically delivered to:

Navajo Head Start
 Attention: NHS Finance Section
 Post Office Box 3479
 Window Rock, Arizona 86515

Courier Service/Delivery to:
 Navajo Head Start
 Attention: NHS Finance Section
 SW Corner of Route 12 &
 Highway 264, Suite #2A
 Window Rock, AZ 86515

SECTION II

The following documents are required and must be submitted:

1. Navajo Nation Certification Regarding Debarment & Suspension (Attached)
2. Federal Form Tax W-9 (Attached)
3. Licensed, bonded, and current Certificate of Liability Insurance.
4. ACH Form
5. Cost of Services and goods, including applicable federal and local taxes.

A. Proposal Format:

1. Respondent(s) must indicate (**On the Bid Package Envelope**) if they are priority one or two vendor with the Navajo Nation.
2. All proposals must be typewritten on standard 8-1/2 X 11 paper and placed within a hard report cover (NO BINDERS) with tabs delineating each section. Larger paper is permissible for charts, maps, or the like.
3. An original RFP response and three (3) copies must be provided in a sealed envelope.
4. The proposal must be organized and indexed in the following format:
 - a. A letter of Transmittal
 - b. Statement of Qualifications
 - c. Proposal on Contract approach
 - d. Proposed Cost (**Scaled in Separate Envelope**)
5. Each proposal must be accompanied by a letter of transmittal. The letter of transmittal must:
 - a. Provide background on company.
 - b. Identify the name of the person responding to the RFP.
 - c. Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization(s).
 - d. Identify the names, files, and telephone numbers of person to be contacted for clarification.
 - e. Explicitly indicate acceptance of the conditions governing this procurement.
 - f. Signed by the person responding to the RFP; and
 - g. Acknowledge receipt of all amendments to the RFP.
6. The respondent must submit a statement of qualifications to include:
 - a. A resume.
 - b. Number of years of experience working with Navajo Nation government or other government entities.
 - c. Provide three (3) references. Each reference must include the name, address, and telephone number of a contact person who can describe in detail, the quality, quantity, and substance of services provided.
7. Respondent must provide proposal on contract approach.

- a. Provide in detail how vendor would accomplish the objectives described in the scope of work.
 - b. Provide number of employees in the company/organization.
 - c. Provide Resume & Credentials of each Employee including Certificates, Diploma and/or Degrees.
- 8. Respondent must provide a **DETAILED COST** for all services for this RFP.

- B. REJECTION OF PROPOSALS:** The Navajo Nation reserves the right to waive any informalities or irregularities in the RFP or reject any or all proposals whenever such rejection is deemed in the best interest of the Navajo Nation.

- C. PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the Navajo Business Opportunity Act. All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation regulations prior to submitting responses to this RFP and may request a copy of Navajo Nation procurement regulations from the NHS Principal Contract Analyst at any time up to the Deadline for Proposals.

- D. INQUIRIES:** Any inquiries regarding this RFP should be submitted in writing to Lavine J. Roan, Principal Contract Analyst, Principal Contract Analyst. Only written responses to questions will be considered official. Questions will be directed to Lavine J. Roan at 928-871-7061 or email: lavineroan@nndode.org. **Questions regarding this procurement will be accepted until 5:00 p.m. on January 29, 2025.**

- D. AMENDED PROPOSALS:** A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be a complete replacement for a previously submitted proposal and must be clearly identified in the transmittal letter.

- E. PROPOSAL SUBMISSION:** **Proposal must be received on or before January 31, 2025 at 5:00 p.m.** Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the date specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. **Late proposals will not be accepted.**

- F. REJECTION OF PROPOSALS:** NHS reserves the right to reject all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NHS Assistant Superintendent determines it is in the best interest of the Navajo Nation.

- G. PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each page of the proprietary material must be labeled or identified with the word “proprietary” or “confidential”.

- H. RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become property of the Navajo Nation and will not be returned to the respondent. Responses received will be retained by NHS and may be reviewed by any person after final selection has been made. NHS has the right to use any or all system ideas presented in reply to this RFP. Disqualification or non-selection of a respondent or proposal does not eliminate this right.
- I. INCURRING COSTS:** Any cost(s) incurred by the respondent in preparing, transmitting, presenting, or modifying the proposal or material for this RFP shall be the responsibility of the respondent.
- J. SUFFICIENT APPROPRIATION:** A contract awarded for this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written notice to the Vendor shall affect such termination or reduction in scope. The NHS Assistant Superintendent's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.
- K. EVALUATION PROCEDURES AND SELECTION CRITERIA.**
1. An evaluation team will evaluate the proposals received in accordance with the general criteria used herein. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.
 2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.
 3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NHS. The specifications in this RFP represent the minimum performance necessary for a response. Based on the evaluation Criteria established in this RFP, the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NHS Assistant Superintendent may elect to evaluate the RFP solely.
 4. Evaluation Criteria: The following criteria will be used by a review committee in the selection process for contract award.

Initial Point Criteria:

 - a. **Presentation of Response:**
 - Completeness
 - Clarity of Presentation
 - Organization of Presentation
 - Understanding of NHS Objectives. 1-20 points
 - b. **Statement of Qualifications:**
 - List three (3) Client References 1-20 points

- c. **Technical Requirements:**
 - Project Description
 - Projected Accomplishments. 1-20 points

 - d. **Project Management:**
 - Project Management Experience
 - Schedule and Project Plan
 - Staffing
 - Related Experience and Education Credentials. 1-20 points

 - e. **Cost of Services** 1-20 points
- Total possible points = 100 points**

L. STANDARD CONTRACT: The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations because of a proposal submitted in response to the RFP.

- M.** Contractor shall comply with Federal Awards Guidelines:
- a. §200.330 - Reporting on real property.
 - b. §200-331 – Subrecipient and Contractor determinations.
 - c. §200.338 – Restrictions on public access to records.

N. TAX: All appropriate taxes should be included in the cost of services including the Navajo Sales Tax. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the Navajo Sales Tax at the prevailing rate, on gross receipts for all work performed within the territorial jurisdiction of the Navajo Nation pursuant to 24 N.N.C. §§601 et seq., and the Navajo Nation Sales Tax Regulations §§6.101 et seq., as amended from time to time, except that work performed within the To’Nanees’Dizi Local Government (“Tuba City Chapter”) or the Kayenta Township is subject to their respective local sales taxes as amended from time to time. In addition to being subject to Navajo Nation Sales Tax, the CONSULTANT is subject to local sales tax on gross receipts for all work performed within a governance-certified chapter that imposes a local sales tax pursuant to a duly enacted local tax ordinance and the Uniform Local Tax Code, 24 N.N.C. §§150 et seq.

O. SOVEREIGNTY: The Navajo Nation will not relinquish any of its sovereignty rights.

SECTION III

A. RESPONDENT REQUIREMENTS:

All respondents must have, as a minimum, the capabilities listed herein, and the bid proposals submitted must reflect in detail the inclusion of these services as well as the additional forms required in Section II. Respondent should also provide technical information of delivery of services required in this RFP.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____			
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	6	City, state, and ZIP code		
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

NAVAJO NATION CERTIFICATION
Regarding Debarment, Suspension, and
Contracting Eligibility

1. Applicant entity acknowledges that to the best of its knowledge that the Applicant entity, either in its present form or in any identifiable capacity, has not, in accordance with 12 N.N.C. § 361:
 - A. Been convicted of the commission of criminal offenses incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of any such contract or subcontract;
 - B. Been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offenses indicating a lack of business integrity or honesty, which currently, seriously, and directly affect responsibility as a Navajo Nation contractor;
 - C. Been convicted under antitrust statutes arising out of the submission of bids or proposals;
 - D. Violated contract provisions, including:
 - i. Deliberate failure, without good cause, to perform in accordance with the contract specifications or within the time limit provided in the contract,
 - ii. A recent record of failure to perform or of unsatisfactory performance with the terms of any contract, or
 - iii. Any other cause so serious and compelling as to affect responsibility as a Navajo Nation contractor, including debarment by another governmental entity.
2. Applicant acknowledges that if the Navajo Nation determines that the executed Certification provided herein is untrue or not wholly accurate, it shall be grounds for the Navajo Nation to terminate the contract and pursue other legal remedies, at the Navajo Nation's discretion.
3. Applicant certifies to the best of its knowledge that it is eligible to do business with the

Navajo Nation, in its present form or in any other identifiable capacity, pursuant to 12 N.N.C. § 1501 and 5 N.N.C. § 301. Applicant also acknowledges that per 12 N.N.C. § 1505, it will not be eligible to contract with the Navajo Nation if deemed ineligible by the appropriate department or entity of the Navajo Nation which receives the Applicant's request for consideration for a business opportunity.

Applicant Name

Name of individual signing on Applicant's behalf (print)

Applicant Address

Title of individual signing on Applicant's behalf

Applicant Address

Signature of individual signing on Applicant's behalf

Applicant Address

Date