

**Chairperson**  
Vic Baker



**President and CEO**  
Rudolph A. Johnson, III

## Neighborhood House Association

### REQUEST FOR QUOTES

to provide

***Classroom Supplies***

**Request # 2013-001**

**Issue Date: November 1, 2013**

**Response Due: 4:00 PM (PST), Friday, November 29, 2013**

Questions: Jerome Gissendanner, Purchasing Agent

Email: [Jerome@neighborhoodhouse.org](mailto:Jerome@neighborhoodhouse.org)

Phone: (858) 715-2542; Fax: (619) 715-2671

## 1.0 REQUEST

Neighborhood House Association (NHA) is requesting Bids to establish Award Vendor(s) for the current year plus two (2) one-year option years) to provide Classroom Supplies for various locations in the San Diego area. Bids are requested from qualified businesses or individuals ("Bidder") who are interested in providing such products/services. Bidders must demonstrate the ability to perform the work described in this Request for Quote that has significant experience successfully performing comparable work. NHA, at its sole discretion, may award a bid to one, multiple bidders or not award a bid to any bidders.

***This Request is not an offer or commitment to purchase any goods or services or to award or enter into a contract.***

## 2.0 REQUEST FOR QUOTES - SUBMITTAL

This quotation must be signed by an authorized agent and placed in a sealed envelope clearly marked "Bidder's Quote."

**ALL BIDS MUST BE SUBMITTED TO: Neighborhood House Association  
PURCHASING  
5660 Copley Drive  
San Diego, CA 92111-7902  
Attention: Jerome Gissendanner  
RFQ #:2013-001  
Submission Deadline: Friday, November 29, 2013 at 4:00 PM**

## 3.0 GENERAL REQUIREMENTS

Procedures for Submitting Bids:

All bids must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ).

Neighborhood House Association reserves the right to waive, at its discretion, any irregularity, which NHA deems reasonably correctable or otherwise not warranting rejection of the quotation.

NHA shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Bids must be specific unto themselves. For example, "*see attached or see enclosed manual*" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

Late Bids will not be accepted. Postmarks will not be accepted in lieu of this requirement. Bids submitted to any other address will be rejected.

All questions shall be submitted in writing. No Questions will be accepted after November 22, 2013 at 5:00 p.m.

## 4.0 METHOD OF AWARD

NHA reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by to be most advantageous to the Agency. NHA recognizes that prices are only of several criteria to be used in bidder selection and offer. The Agency is not legally bound to accept the lowest offer(s).

## **5.0 SELECTION PROCESS**

This Request is seeking to identify the Bidders(s) most qualified to provide the products/services. NHA, in its sole discretion, will determine which Bidders are most qualified to provide the products/services, based on the information in the bid submittals. These Bidders may be asked to interview with NHA representatives and respond to questions regarding the bid response. NHA may elect to negotiate pricing with one or more of the best-qualified Bidders. NHA, in its sole discretion, will make its final selection of the Bidder(s) whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the Bid requirements. **NHA may award this bid to multiple bidders.** NHA's decision is final and is not subject to any form of administrative review, appeal or protest.

Notification of Award. NHA will send a letter to award Bidder(s) selected for an award.

## **6.0 CANCELLATION OF PROCUREMENT PROCESS**

NHA may cancel the procurement process at any time. All quotations become the property of NHA. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the BIDDER, otherwise, the BIDDER agrees that any and all documents provided may be released to the public after bid award.

## **7.0 CONTRACTING PROCESS**

Neither this Request nor the selection of a bidder will create a binding commitment on NHA. Upon completion of the selection process, NHA will award a contract to the parties whom it elects to provide the products or services in this Request. A binding commitment will only occur when a contract between NHA and the successful bidder(s) has been fully executed.

## **8.0 CERTIFICATIONS**

The individual signing certifies that he/she is authorized to contract on behalf of the Bidder.

## **9.0 PERIOD OF PERFORMANCE**

The period of performance shall be for one (1) year, renewable in one (1) year increments for a total of three (3) three years at the sole discretion of NHA, with no obligation by NHA to purchase any specific amount of goods.

### INSTRUCTIONS TO BIDDERS

- I. Prices/Notations - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately. **A fillable word document of Exhibit A is provided for your convenience.**
- II. Format - Use the documents provided. If you decide to submit more than one bid, photocopy our documents.
- III. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net, excluding applicable tax.
- IV. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 45 days after the closing date.
- V. Specification/Changes - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, reserves the right to reject those alternatives as non-responsive.
- VI. Recycled Material - Wherever possible, NHA is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, NHA reserves the right to reject those alternatives as non-responsive.
- VII. Method of Award - NHA reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by to be most advantageous to NHA. NHA recognizes that prices are only one of several criteria to be used in judging an offer and NHA is not legally bound to accept the lowest offer.
- VIII. Return of Bid/Closing Date/Return to - The bid response shall be delivered to the address above or may also Faxed or emailed to the dedicated Secure Bid FAX number listed above by 4:00 p.m. on the closing date listed above. Bid responses not received by NHA Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q number referenced above shall appear on the outside of the sealed envelope or on the FAX cover sheet. A duly executed copy of the signature page of this bid document must accompany your response. NHA will not be responsible for and will **not** accept late bids due to busy FAX lines, incomplete transmissions or delayed mail delivery or courier services.
- IX. **All Bidders must submit a Business License, a completed W-9 Form and any specialized licenses or certifications, if required, to be considered for an award.**

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**IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ.**

APPENDIX "A"       BID SHEET       PLANS/DRAWINGS       SAMPLES

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN**

General Terms and Conditions  
 Special Conditions

**General Terms & Conditions  
Neighborhood House Association**

1. Definitions. The term "Buyer" shall refer to The Neighborhood House Association. The term "Seller" shall refer to the vendor designated on the signature page (or last page) hereof, including its subcontractors and any other third party performing under this Purchase Order ("PO"). The terms "good(s)" and "services" shall refer to the materials, supplies, items, equipment, work and/or services covered by this PO.

2. Acceptance. This PO must be accepted in writing by Seller. If for any reason Seller should fail to accept in writing, any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute an acceptance by Seller of this PO and all of its terms and conditions. Any terms, proposed in Seller's acceptance of Buyer's offer which add to, vary from, or conflict with the terms in this PO are hereby objected to. If this PO has been issued by Buyer in response to Seller's offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this PO by Buyer shall constitute an acceptance of such offer subject to the express condition that Seller agree to such additional and different terms herein. Seller shall be deemed to have so agreed unless Seller notifies Buyer to the contrary, in writing, prior to shipping the goods or beginning performance of the services or within 10 days of receipt of this PO, whichever first occurs.

3. Delivery. TIME IS OF THE ESSENCE and deliveries must be made as set forth on the face hereof. If delivery is not completed within the time(s) specified herein, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel the entire PO or that part of the PO not delivered, or to extend the time of delivery or payment, correspondingly. If timely delivery is endangered by Seller, Buyer shall have the right to direct Seller to make shipment by the most expeditious means and the total cost of such expedited shipment and handling shall be borne by Seller. Seller shall not ship excess quantities without Buyer's prior written approval. All goods shall be prepared and packed in a commercially reasonable manner suitable for the goods shipped and so as to secure the lowest transportation rates. Seller shall mark all containers with necessary lifting, handling, and shipping information and also purchase order numbers and date of shipment. An itemized packaging sheet must accompany each shipment. Access to the site(s) where goods and/or services are to be delivered, and the surrounding premises', shall be permitted only as directed by Buyer. Seller and its employees shall not have access to, nor shall they enter, certain areas designated as restricted.

4. Price and Payment; Invoices.

(a) Seller agrees that the not-to-exceed price set forth in this PO is firm, and is not subject to increase. Unless otherwise provided on the face of this PO, the price as herein stated shall include all costs for packing, insuring, and transporting the goods ordered to Buyer's facility, and all taxes. Buyer, as a tax exempt entity, shall not be liable for any taxes with respect to this PO unless Seller is required by law to collect from Buyer. All such taxes and other charges shall be stated separately on Seller's invoice.

(b) Seller warrants that the prices charged for the goods and services covered by this PO are the lowest prices charged and on terms no less favorable than accorded by Seller to any other customer for the same or like goods and services in equal or less quantities under similar circumstances. Buyer shall have the right to inspect and audit Seller's books, records, and catalogs pertaining to the performance of this PO, at all reasonable times, with five (5) days' written notice, for the purpose of determining the correctness and propriety of amounts billed by Seller.

(c) Unless otherwise agreed, payment due dates, including discount periods, will be computed from the date of receipt of all goods and services or date of receipt of correct invoice, whichever is later.

(d) Invoices shall be submitted containing the following information: PO number, item number, description of goods and services, sizes, quantities, unit prices, and extended totals, in addition to any other information specified in this PO. Payment of an invoice shall not constitute acceptance of goods or services and shall be subject to adjustment for errors, shortages, defects in the goods or services, or other failure of Seller to meet the requirements of the PO. Vendor(s) shall provide invoice within 30 days of shipping goods. Vendor shall contact NHA's Procurement Department if they have not received payment within 30 days.

(e) Seller, including any subcontractor(s) hired by Seller to perform on its behalf hereunder, awarded contracts of more than \$2,000, shall comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5), including the requirement that the correct scale of wages to be paid be posted by Seller in a prominent and easily accessible location at the worksite(s).

(f) Seller shall be solely responsible for prompt payment of compensation to its personnel. Such prompt payment shall occur not later than thirty (30) days after Seller receives payment from Buyer pursuant to this Agreement and shall be paid out of such amounts as are paid to Seller under this PO. Seller shall pay and report, for all personnel assigned to perform any of the obligations of Seller under this PO, all federal, state and local income tax withholding, social security taxes, and unemployment insurance applicable to such personnel. Seller shall be solely responsible for any health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which such personnel may be entitled.

(g) Seller assures and certifies to Buyer that it and any subcontractor hired to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the Federal Government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Seller agrees to inform Buyer within forty-eight (48) hours of any change in its debarment status.

5. Inspection and Acceptance. Buyer shall have a reasonable time (but not less than 10 days) after receipt to inspect the goods and services tendered by Seller. If any goods or services delivered do not meet the requirements of this PO, Buyer shall have the right to reject any such goods or services. Buyer may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If Buyer elects to accept nonconforming goods or services, Buyer, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate Buyer for the nonconformity. Payment for any good or service shall not be deemed an acceptance thereof. Nor shall Buyer's failure to strictly and/or promptly enforce any of its rights be construed as a waiver of any of Buyer's rights hereunder. Buyer, expressly reserves the right to enforce any and all rights it has herein, at any such time as Buyer, in its sole discretion, deems appropriate.

Acceptance of any goods or service after inspection shall not constitute a waiver of any warranty made by Seller hereunder or implied by law, nor shall it preclude Buyer from revoking its acceptance thereafter for any latent defects or fraud.

6. Warranty. Seller warrants title to the goods and that all goods and services furnished hereunder: (i) will be in full conformance with the specifications, blueprints, drawings, samples and/or data or other description(s) furnished by Buyer or by Seller and approved by Buyer; (ii) will perform as specified herein or otherwise represented by Seller (even if such representations do not appear on the face hereof); (iii) will be merchantable and fit and sufficient for the use intended by Buyer; (iv) will be free from defects in material, workmanship, manufacture and design (where design is Seller's responsibility). Seller's warranty shall be effective for a period of time as set forth on the face of this PO. If no such period is stated, the warranty shall be effective for a period of one (1) year from the date of acceptance. This warranty will run to Buyer and to Buyer's customers and users of its products. In addition to other remedies which may be available at law or in equity, Buyer may, at its option, return to Seller for full credit any goods which do not meet the warranties specified herein or require correction or replacement of such goods, all at Seller's risk and expense. Packing and shipping shall be at Seller's cost, including the cost of premium transportation when any goods are critical to Buyer's delivery schedule.

7. Risk of Loss. Seller assumes title of and all risk of loss or damage associated with the goods and/or services to be delivered by Seller until Buyer's acceptance as provided in Section 5, above; and (ii) all risk of loss or damage to any goods rejected by Buyer or as to which Buyer has revoked its acceptance, from the time of such rejection or revocation. If used in this PO, the term "FOB" refers to transportation charges only and it does not vary the foregoing provisions of this section.

8. Insurance. Unless more specific insurance provisions are attached, the following shall apply: At all times during its performance hereunder, Contractor shall obtain and keep in force general liability insurance including coverage for death, bodily injury, property damage, including products liability and automobile coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall be primary insurance, and any liability or insurance of Corporation shall be excess only. Such insurance shall waive any right of subrogation against Corporation and shall specifically cover Contractor's obligations to defend, indemnify and hold Corporation harmless as provided herein.

9. Indemnification. Seller agrees to defend, indemnify and hold Buyer and each of its directors, officers, employees, agents, representatives and affiliates (including, without limitation, the administrators of Buyer's employee benefit plans) harmless from and against any and all liabilities, obligations, costs and expenses of any nature whatsoever (including reasonable attorneys' fees and costs) which Buyer may be obligated to pay as a result of any and all claims, demands, actions or judgments of every nature whatsoever in favor of any person on account of personal injury or death, or damages to property incident to or resulting directly or indirectly from the performance by Seller hereunder. Seller shall carry and maintain insurance coverage satisfactory to Buyer to cover the above, and upon Buyer's request, shall furnish Buyer with evidence of such insurance in a form satisfactory to Buyer.

10. Governing Law. This PO shall be construed and interpreted in accordance with and governed by the laws of the State of California, excluding its conflict of law rules.

11. Compliance with Laws. Seller shall be fully informed of and shall comply with all applicable federal, state and local laws, ordinance, rules and regulations in the manufacture and sale of the goods and performance of the services subject to this PO, regardless of whether any applicable laws, rules and/or regulations are expressly referenced herein. Seller will defend and hold Buyer harmless for any loss, damages, fines or such other costs arising from or caused in any way by any actual or alleged violation of any federal, state or local law, ordinance, rule or regulation.

12. Independent Contractor Status. Seller is and shall remain an independent contractor. Neither Seller nor its agents or employees shall act as officers, agents, or employees of Buyer. Seller shall be solely responsible for (i) all of its hiring/firing decisions; (ii) supervising its workers and working conditions; (iii) all taxes and applicable withholdings; (iv) wages and hours; and (v) other statutory obligations with respect to amounts paid by Buyer to Seller. Seller has no authority to assume or create any commitment or obligation on behalf of Buyer, or to bind Buyer in any manner.

13. Signature Authority. If Seller is a corporation, partnership, trust, individual or other entity, the individual signing this PO on behalf of Seller represents to Buyer that he or she has full authority to do so, has received all required consents, and that his/her signature is the only signature required to bind Seller.

14. Counterparts/Facsimile Signature. This PO may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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(Company Legal Name & Address)

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(Print Name of Authorized Signing Official & Title of Position)

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(Signature of Authorized Official and Date)

**NEIGHBORHOOD HOUSE ASSOCIATION  
SPECIAL CONDITIONS**

*Those special conditions X'd below are applicable to any/all orders resulting from this RFQ. Those items X'd below are applicable to any/all orders resulting from this RFQ and require you to provide additional information.*

- 1. INTENT** - The intent of this RFQ is to establish a mechanism under which NHA may enter into contracts by the issuance of individual purchase orders between and approved source vendor(s). Each offer shall be submitted and received with the understanding that approval by shall not constitute a contract. Nothing in this RFQ or bidder's response or any purchase order issued shall require NHA to issue any purchase order or subsequent purchase orders, nor shall any contract made hereunder prohibit from issuance of a purchase order or to enter into a contract or contracts with any other vendor or vendors for the same or similar items.
- 2. USAGE REPORTING** – Bidders awarded a contract by a purchase order as a result of their response to this RFQ shall report \$ sales broken down by major commodities to be determined jointly by and the contract holder at six month intervals. Failure to provide these reports may be grounds for cancellation of the contract by NHA.
- 3. START DATE** - The start date shall be upon award , and may be extended for up to 2 additional one (1) year periods. The extension of the ordering mechanism after the one year period shall be contingent upon the successful negotiation of cost pass-through and service adjustments mutually agreeable to both parties. NHA may, at its sole discretion, unilaterally desist and stop issuance of purchase orders to an approved source vendor without any further liability whatsoever to that source.
- 4. DELIVERY TIME** - All deliveries must be made within 1 working day after receipt after order.
- 5. SHIPPING COST** – NHA will not pay shipping cost for toner/ink.
- 6. ORDERING** - Ordering shall be accomplished via any of the following methods: NHA purchase order forms, verbal release of a NHA purchase order number, telephone request for release against a NHA blanket order number, or sub-purchase order number, receipt of a NHA sub-purchase order, or pickup by an authorized NHA employee. Only orders done in this manner shall constitute a contract and only to the specific extent to each individual purchase order.
- 7. SUBSTITUTION** - Substitutions shall not be made without prior approval of NHA.
- 8. BACK ORDERS** -All back orders shall be shipped within 5 calendar days after receipt of the Purchase Order.
- 9. CATALOGS / BROCHURES** - The approved source vendor(s) shall furnish 2 complete catalogs/brochures and distribute same at NHA's direction. Said catalogs/brochures shall be updated as new information becomes available.



