



**Chairperson**  
Jeffrey D. Carr. Sr.

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

**The Neighborhood House Association  
Nutrition Services**

**REQUEST FOR PROPOSALS  
to provide**

***Paper Goods & Supplies*  
Request # 2018-004**

**Issue Date:** Wednesday, September 5, 2018

**Response Due:** 4:00 pm (PST), Monday, October 1, 2018

Questions/RSVP: Jerome Gissendanner, Purchasing Agent

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

Phone: (858) 715-2642 x183

**REQUEST**

The Neighborhood House Association (“NHA”) requests your participation in a competitive bidding process for the selection of one or multiple vendors for this **Paper Goods & Supplies Request for Proposals** process. Selected vendors will provide and deliver Paper Goods & Supplies typically to the following three (3) NHA locations: *Nutrition Services*, 7818 Wilkerson Court, San Diego, California 92111; *Adult Day Health Care Center*, 851 South 35th Street, San Diego, California 92113; and *Senior Service Center*, 795 South Boundary Street, San Diego, California 92113, and other NHA sites (collectively, the “Sites”). The primary delivery Site will be NHA’s Nutrition Services, which prepares over 6,000 fresh, made from-scratch breakfasts, lunches, and snacks daily. Meals are required to meet federal, state, and county meal pattern guidelines such as the United States Department of Agriculture’s Child Nutrition Programs. Meals are prepared and delivered for approximately 3,000 participants daily, including:

- Preschool-aged children enrolled in child development programs, including Head Start
- K-12<sup>th</sup> grade students
- Homeless veterans
- Older adults enrolled in Senior Nutrition programs
- Catered events such as conferences and executive meetings

Historically, NHA has purchased over \$1 million dollars of food, meat and supply products annually. Qualified entities that are interested in providing such services (“Respondents”) must demonstrate the ability to perform the work described in the Scope of Services set forth in this request for proposal (the “Request”, or “RFP”) and have significant, prior experience successfully performing comparable work.

## TIME LINE

Event	Date
RFP Published	Wednesday, September 5, 2018
RSVP Date for Mandatory Nutrition Services Bidders Tour	September 13, 2018 4:00 PM
Mandatory NHA Nutrition Services Bidders Tour	September 18, 2018, 9:30 AM
Deadline for RFP Questions	September 21, 2018 at 4:00 PM
Last Day to Post Responses to Questions	September 26, 2018 by 4:00 PM
RFP Submission Deadline & RFP Closed	October 1, 2018 at 4:00 PM
Request for Best and Final Offer	October 5, 2018
Bidder Oral Presentation	October 10 and 12, 2018
Bid Award Letters	October 19, 2018
Contracts Sent to Awardees	November 1, 2018
Vendor Contract Final Execution	December 1, 2018
Contract Start Date	January 1, 2019

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

### 1.0 ABOUT NEIGHBORHOOD HOUSE ASSOCIATION

Neighborhood House Association (NHA) is a California nonprofit, public benefit corporation and recognized as a 501(c)(3) tax-exempt organization with its administrative office located at 5660 Copley Drive, San Diego, CA 92111. Having served the local community for over 100 years, NHA operates one of San Diego's largest multi-purpose human service agency that facilitates leadership in communities and assists more than 24,000 families annually. NHA operates over 120 locations throughout San Diego County, delivering services that are designed to improve the quality of life through programs related to child development, feeding seniors and assisting them to live on their own, mental health services, housing and rental assistance, and related social services. Established in 1914 as a settlement house to serve the growing immigrant population and incorporated in 1923, NHA programs currently include:

Adult Day Health Care	Homework Center
Black Infant Health	Financial Coaching & Counseling Program
Friendship Clubhouse	Innovisions
Geriatric Specialty	Nutrition Services
Head Start	Project Enable
Early Head Start	Project In-Reach
HIV/AIDS Services	Senior Nutrition Center

NHA has adopted a corporate policy reaffirming its commitment to equal opportunity contracting. Small, local, disadvantaged, women-owned, and ethnic minority-owned businesses are encouraged to submit responses to this Request.

For further information, please refer to the NHA website: [www.neighborhoodhouse.org](http://www.neighborhoodhouse.org).

## 2.0 NHA NUTRITION SERVICES SUMMARY AND PROJECT OBJECTIVE

NHA's Nutrition Services currently produces and delivers over 6,000 breakfasts, lunches, and snacks made fresh and from-scratch using whole ingredients and paper goods and supplies. Meals are delivered daily to more than 50 locations throughout San Diego County. In addition to producing meals for NHA's Head Start children, Nutrition Services also vends meals to preschools, schools, senior nutrition centers, summer food service sites, and also caters meals for small and large executive meetings and conferences. Nutrition Services leads the way locally and nationally in cooking healthy meals made from scratch in a large, institutional-cooking type of operation. NHA's registered dietitian develops recipes and menus that use whole, fresh, local, natural, and organic ingredients. The menu and unique food service operation have been highlighted by the California Department of Education as best practices. In May 2012, NHA was presented the inaugural *Let's Move! Child Care* award by former First Lady Michelle Obama, for which the menu was the focal point. Pew Charitable Trusts, in conjunction with the Robert Wood Johnson Foundation, used NHA's Nutrition Services as a case study to inform the USDA of best practice models. Annual survey data over the last several years indicates that an average of 96% of parents and children say they enjoy the meals they are served by NHA.

Sourcing paper goods and supplies is important for various reasons including the ability to serve high quality meals and to operate in a more earth-friendly manner. NHA's Nutrition Services and Head Start participate in Farm to Preschool, and meals are made from scratch. Farm to Preschool's goal is to influence the eating habits of young children while their preferences are forming; creating healthy lifestyles through good nutrition and experiential opportunities such as gardening; and ultimately influencing policies to address the childhood obesity epidemic.

High quality paper good and supplies are critical for meal service at NHA. NHA is interested in cost-effective, biodegradable, and/or recyclable items. NHA's goal with RFP #2018-004 is to identify vendors that are best suited to help further NHA's efforts in combatting childhood obesity by way of serving healthy meals made from scratch using paper goods and supplies.

A mandatory Nutrition Services Tour of NHA's Nutrition Services will be held on September 18, 2018. This 90-minute event will include an insightful overview of NHA and the agency's work in the community with a heavy focus on the agency's Nutrition Services. It will be held at NHA's Nutrition Services facility, located at 7818 Wilkerson Ct., San Diego, CA 92111. **Attendance is mandatory for bids to be considered.**

### 3.0 SCOPE OF SERVICES FOR THIS REQUEST

NHA desires to engage the services of paper goods & supplies companies located within (or easy access to) the San Diego County area, to supply and deliver paper goods and supplies.

NHA needs flexibility with ordering timelines. It is preferred that orders be accepted with as little as one-day notice. Accommodating emergency orders to be delivered on the same day is also highly desired.

Services to be performed will include the delivery of paper goods & supplies ordered by NHA, including those products listed in Exhibit A attached hereto and incorporated herein by this reference. Please note that the produce listed in Exhibit A is intended to represent only those items frequently used at NHA sites and actual orders made by NHA may include additional variety.

Respondent should anticipate and be equipped to accept, process, and perform orders made over the phone, internet, or email by NHA. Additionally, respondent should be equipped to perform NHA deliveries, within the specified timeframe, on a daily, twice-weekly and/or weekly delivery schedule, to the extent required by NHA to maintain optimum stock levels. Delivery times must be prior to 1:30PM and be negotiated on a case-by-case basis. Paper goods and supplies demand will likely fluctuate from week to week and month to month.

**Services must be performed in accordance with the specifications, terms and conditions of a fully executed written contract.** A specimen of NHA's standard contract terms and conditions is attached to this Request, in the document entitled "Specimen Contract", attached hereto as **Exhibit B** and incorporated herein by this reference.

The anticipated start date for work on this project is January 1, 2019. The expected contract term is expected to be a total of five (5) years that is expected to be an initial one-year contract term with 4 additional option year awards in one year increments. The option award years are at the discretion of NHA.

### 4.0 QUESTIONS, RESPONSE REQUIREMENTS, AND CONTENT

Prior to submitting a response, the Respondent must carefully review this Request and any addenda subsequently issued. The Respondent is responsible for seeking any clarification or information needed to respond. Questions must be submitted via email to: Jerome Gissendanner, Purchasing Agent, at [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org). Please refer to the Time Line in this RFP for dates pertaining to the question and answer deadlines. The Respondent is solely responsible for any deficiencies in the response submitted.

The Respondent must review the terms and conditions set forth in the NHA Sample Paper Goods & Supplies Contract and, in the Request Response Submittal Form, attached hereto as Exhibit "C", specifically identify any provisions the Respondent finds unacceptable or desires to negotiate. The Respondent is solely responsible for all costs, direct and/or indirect, that it incurs by responding to this Request. NHA will incur no obligation or liability in connection with the submittal of a response.



A responsive submittal must include the following:

1. A completed **Exhibit A** - Product Price List(s) The total price listed on Exhibit A must be provided on the same option submittal form under Exhibit C.
2. A completed and signed **Exhibit C** - NHA Request Response Submittal Form;
3. A completed **Exhibit D** - Vendor References Form listing of at least three (3) relevant client references that NHA may contact.
4. A signed **Exhibit E** – Certifications page;
5. A brief description of the firm or business entity, including business history, number of employees, organization structure, ownership structure and expertise, and résumés for principals or employees who would perform the Services in this Request; **or** in the case of an individual Respondent, a detailed personal résumé or curriculum vitae;
6. A detailed listing and description of experience, specialized training, and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Request;
7. A detailed description of the notification, hold and recall procedures Respondent would perform, in the event of a food product and/or supply recall;
8. Online ordering instructions, demonstrating the procedures NHA would need to follow to place online orders to Respondent. Please include anticipated processing times and other pertinent information related to orders placed via the Internet;
9. Respondent's financial rating and any documentation which indicates the most current financial stability of Respondent's business operations and credit worthiness, including but not limited to, Dun & Bradstreet (D-U-N-S) rating(s), recent year-end financial statements, etc.;
10. A statement by Respondent disclosing potential and/or pending *material* litigation;
11. Any other relevant information that Respondent believes would assist NHA in evaluating the submittal, including a statement by Respondent which clearly identifies any business relationship that Respondent believes may give rise to a conflict of interest, if selected to provide the Services in this Request.

## **5.0 PRODUCT PRICE LISTS**

The Product Price Lists, attached hereto as **Exhibit A** are a compilation of the paper goods & supplies products ordered most frequently by NHA. Multiple bids may be selected. Product Price Lists contain the listing of products. ***Respondents are not to alter any items preprinted on these price list sheets. For accurate cost comparisons, price must be provided for the pack quantity and pack size indicated on the sheets.***

The total cost for Exhibit A must be included in **Exhibit C - Request Response Submittal Form**.

## **6.0 RESPONSE SUBMITTAL PROCEDURES**

Prior to submitting a response, Respondent must carefully review this Request and any addenda subsequently issued. Respondent is responsible for seeking any clarification or information needed to respond. Respondent is solely responsible for any deficiencies in the response submitted.

### **Addenda**

Any material changes to this Request resulting from either a Clarification, submitted by a prospective Respondent, or a business decision of NHA, will be posted on NHA's website. All changes in such addenda shall supersede or supplement this Request. Respondents are solely responsible for determining whether any addenda have been issued prior to submittal of a response.

### **Quotations**

All prices and quotations must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral or telephone quotations or modifications will be accepted.

### **Bid Submittal Package**

Submit a complete proposal package to NHA no later than **Monday, October 1, 2018 at 4:00 PM** in the following manner:

1. One original hard copy bid clearly marked, "Original."
2. Five hard copies clearly marked, "Copy."
3. One W-9 Form

Respondent must submit the Bid Submittal Package in typed or printed document form, on 8½" x 11", white paper, in a sealed envelope(s). All documents listed above must be identical. Hard copy submissions may be hand-delivered or mailed and must be received by NHA by the deadline listed in the timeline above.

Hard copy submissions must be sealed in an envelope addressed to:

Neighborhood House Association  
Attn: Jerome Gissendanner, Purchasing Agent  
Procurement Division – RFP #2018-004  
5660 Copley Drive, San Diego, CA 92111

Only complete bid proposals will be considered. Bids with missing information will be considered incomplete and may not be considered in the competitive bid analysis.

### **RFP Submissions Deadline and Closure**

RFP #2018-004 will close on **Monday, October 1, 2018 at 4:00 PM**. Late submissions will not be accepted under this solicitation. **ALL proposals** must be received and date/time stamped at NHA no later than the stated deadline.

### **Award Notification to Bidders**

Respondents will be notified in writing of the solicitation outcome after the evaluation committee has recommended and the Board of Directors has approved the Awardee.

### **Withdrawal of Submittal**

A Respondent may withdraw its proposal by written request at any time prior to the submittal deadline. NHA will shred, not return, the submittal package.

## **7.0 CONFIDENTIALITY**

Respondent may have or may be provided access to NHA's proprietary items or confidential information, including but not limited to, all the information acquired by Respondent for the purpose of developing a response to this Request ("Confidential Information"). Respondent understands and agrees to maintain the confidentiality of NHA's Confidential Information in accordance with this RFP and any separate nondisclosure agreement(s) which expressly references the disclosure(s) between Respondent and NHA. At a minimum, Respondent agrees that it shall not make NHA's Confidential Information available to any third party without the written consent of NHA and that title and ownership of the Confidential Information provided by NHA to Respondent shall remain the exclusive property of NHA.

Respondent agrees to immediately notify, in writing, NHA's authorized representative in the event Respondent determines or has reason to suspect a breach of this requirement.

**Proprietary Information.** Certain documents in NHA's possession are subject to inspection and copying pursuant to Federal Head Start, the United States Department of Agriculture (USDA) and California Department of Education (CDE) regulations; however, the foregoing regulations do not require disclosure of proprietary information that constitutes a trade secret under California law. NHA will attempt to protect legitimate proprietary information included in any submittal, but shall not be liable for the disclosure of any proprietary information.

Proprietary information included with a response submittal must be separately bound and clearly labeled with the words "Confidential Proprietary Information." Appropriate reference to this separately bound information must be made in the body of the submittal. ***Marking the entire submittal as proprietary will result in it being rejected and returned to the Respondent participant unread.***

## **8.0 SELECTION PROCESS**

This Request is seeking to identify the Respondents most qualified to provide the Services. NHA, in its sole discretion, will determine which Respondents are most qualified to provide the Services, based on the information in the response submittals. These Respondents may be asked to interview with NHA representatives and respond to questions regarding the submittal response. NHA, in its sole discretion, will make its final selection of the Respondent(s) whose experience, expertise, reputation, capabilities and past performance is determined to be best suited for the performance of the Services. NHA's decision is final and is not subject to any form of administrative review, appeal or protest.



## 9.0 CONTRACTING PROCESS

Neither this Request nor the selection of a Respondent(s) will create a binding commitment on NHA. Upon completion of the selection process, NHA will award a contract(s) to the party(ies) whom it elects to provide the Services in this Request. A binding commitment will only occur (i) when a contract between NHA and the successful Respondent has been fully executed; and (ii) when the successful Respondent(s) furnishes sufficient evidence that it has satisfied each of the insurance requirements referenced in the final contract.

## 10.0 FEDERAL NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: [How to File a Complaint](#), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW  
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

The following Exhibits are attached hereto and incorporated herein:

- **Exhibit A** – Paper Goods & Supplies
- **Exhibit B** - Sample Specimen Contract
- **Exhibit C** - Response Request Submittal Form
- **Exhibit D** - Vendor Reference Form
- **Exhibit E** - Certifications

**EXHIBIT "A"**  
**Paper Goods & Supplies**  
**"Product Price List and Delivery Site"**

Site: NHA Nutrition Services, 7818 Wilkerson Court, San Diego, CA 92111

Item Number	Item Description	Pack Quantity	Pack Size	Pack Size	Price
1	10 oz foam bowl	10	100		
2	7 oz polystyrene cup	1	2500		
3	9" white foam plate	1	500		
4	6" white foam plate	1	1000		
5	12"x13" 2-ply napkin	1	6000		
6	30 oz white foam bowl	1	450		
7	White Medium Weight forks	100	10		
8	White Medium Weight teaspoons	100	10		
9	Medium Latex Gloves	10	100		
10	Black 4 oz portion cup/clear lid	1	150		
11	10 oz foam bowl	10	100		
12	7 oz polystyrene cup	1	2500		
13	9" white foam plate	1	500		
14	6" white foam plate	1	1000		
15	12"x13" 2-ply napkin	1	6000		
16	30 oz white foam bowl	1	450		
17	White Medium Weight forks	100	10		
18	White Medium Weight teaspoons	100	10		
19	Medium Latex Gloves	10	100		
20	Black 4 oz portion cup/clear lid	1	150		



**Chairperson**  
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**President and CEO**  
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**EXHIBIT B**  
**SPECIMENT CONTRACT**  
**(Sample)**

**STANDARD VENDOR'S AGREEMENT**  
**Contract # \_\_\_\_\_**

This agreement is entered into effective [Date] ("Agreement"), by and between The Neighborhood House Association, a California non-profit, public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, California 92111 ("Buyer") and \_\_\_\_\_, a \_\_\_\_\_, with primary offices located at \_\_\_\_\_ ("Seller"). NHA and Seller are collectively referred hereto as (the "Parties")

**RECITALS**

WHEREAS, NHA's Nutrition Services program provides catering and nutrition services throughout San Diego County, including services contracted through the United States Department of Agriculture ("USDA"), Federal Department of Health & Human Services ("HHS") and the California Department of Education ("CDE");

WHEREAS, NHA desires to obtain the services of a qualified and cost-effective vendor to supply disposable paper and plastic goods for the ongoing operation and success of its Nutrition Services program;

WHEREAS, Seller is engaged in the paper goods and supplies procurement and delivery service business, has submitted its proposal to perform the Scope of Services referenced below (the "Services"), and was awarded the Agreement by NHA;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the foregoing Recitals, which shall be incorporated herein by this reference, the parties agree as follows:

1. **DEFINITIONS:** The term "Buyer" shall refer to The Neighborhood House Association. The term "Seller" shall refer to [SELLER] including its subcontractors and any other third party performing on its behalf under this AGREEMENT. Buyer and Seller shall be collectively referred to herein as the "Parties". The terms "good(s)" and "service(s)" shall refer to the materials, supplies, items, equipment, work and/or services listed on EXHIBIT "A." The terms and conditions set forth in this AGREEMENT shall prevail in the event of any conflict between it, and any document(s) incorporated herein by reference.

2. **TERM:** The Initial Term of this Agreement will commence on [End Date] and shall continue, until it automatically expires on [End Date]; unless terminated earlier as provided herein. Prior to expiration of the initial Term, this Agreement may be extended, by mutual written agreement, for four (4) additional Extension Terms of one (1) year each. NHA shall furnish Seller written notice of its intent to extend the

Agreement, not less than sixty (60) days prior to expiration.

3. **EARLY TERMINATION:** Seller understands and accepts that Buyer is a non-profit, community based organization which is operated primarily on public funding, which funding may be terminated at any time. Therefore, Buyer may terminate this AGREEMENT upon thirty (30) days prior written notice to Seller if (i) the funding of Buyer has been altered, making the continued use of the AGREEMENT impractical or not feasible; or (ii) Buyer has been directed by any of its funding sources or governing bodies to alter its operations making the use of this AGREEMENT impractical or not feasible. In the event of termination of this AGREEMENT, compensation due to Seller will be pro-rated to reflect the actual services provided at the time of termination and Seller agrees to immediately return any confidential information belonging to Buyer. If this AGREEMENT is terminated and Buyer has paid Seller the entire not-to-exceed total, referenced in EXHIBIT "A" below, Seller shall reimburse Buyer in the amount proportional to the goods/services not delivered at the time of termination.

4. **DELIVERY: TIME IS OF THE ESSENCE** with respect to all provisions of this AGREEMENT, including those provisions which do not specify a time for performance. 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.

5. **PRICE, PAYMENTS AND INVOICING:** The maximum compensation payable to Seller pursuant to this Agreement shall not exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

(a) Seller agrees that the not-to-exceed price, set forth above, is firm, and is not subject to increase, unless mutually agreed to in writing by the parties. Unless otherwise provided on EXHIBIT "A", attached hereto, the price as herein stated shall include all costs for packing, insuring, and transporting the goods/services 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 AGREEMENT 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 AGREEMENT 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.

(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 in duplicate and shall contain the following information: purchase order number, item number, description of goods, sizes, quantities, unit prices, and extended totals, in addition to any other information specified in this AGREEMENT. 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 AGREEMENT.

(e) Seller understands and accepts that NHA is a nonprofit, public benefit corporation which operates primarily on public funds, granted for approved expenditures invoiced within the fiscal year (July 1st – June 30th). Accordingly, timely submission of invoices, as provided above, is critical to ensure prompt and complete payment. In the event Seller fails to submit its invoices as provided above, Seller shall still be entitled to collect any and all outstanding amounts owed by submitting its outstanding invoice(s) to NHA not later than July 30 of each year, for the prior twelve (12) month period. In the event Seller fails to invoice NHA on or before July 30 of each year, as contemplated in this Section, such outstanding amounts shall be automatically waived and deemed non collectable.

6. **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 AGREEMENT, 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. 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.

7. **WARRANTY:** Seller warrants title to the goods and represents that all goods and services furnished hereunder: (i) will be in full conformance with the specifications, blueprints, drawings, samples and data or other description 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 any of the documents incorporated herein by reference); (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 EXHIBIT "A", attached hereto. 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.

8. **PRODUCT RECALL AND NOTIFICATION PROCEDURES.** To the extent applicable, Seller agrees to actively monitor the initiation of product recalls, including but not limited to voluntary recalls, requested and mandated recalls, published by the manufacturer (or distributor) directly, or by the Food and Drug Administration (FDA). In the event that one (1) or more products listed on EXHIBIT "A" becomes the subject of a recall, Seller agrees (i) to immediately cease selling such product(s) to Buyer; and (ii) to immediately submit written notification to Buyer's Project Manager, referenced in Section 17 below, informing Buyer of the recalled product(s).

9. **RISK OF LOSS:** Seller shall assume (i) all risk of loss or damage to the goods until Buyer's acceptance, as provided in Section 6 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. Deliveries shall be made "Free on Board" (FOB).

10. **INSURANCE:** Unless more specific insurance provisions are attached, the following shall apply: At all times during its performance hereunder, Seller 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 Buyer shall be excess only. Such insurance shall waive any right of subrogation against Buyer and shall specifically cover Seller's obligations to defend, indemnify and hold Buyer harmless as provided herein.

11. **INDEMNIFICATION:** Seller shall indemnify, defend and hold harmless the County of San Diego, NHA and each of its directors, officers, employees, agents, representatives and affiliates (including, without limitation, the administrators of NHA'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 goods or services provided by Seller hereunder. This provision shall survive the expiration or automatic termination of this AGREEMENT.

12. **GOVERNING LAW:** This AGREEMENT shall be construed and interpreted in accordance with

and governed by the laws of the State of California, excluding its conflict of law rules.

13. **COMPLIANCE WITH LAWS:** Seller shall comply with all 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 AGREEMENT, including those listed in EXHIBIT "B", attached hereto and incorporated herein by this reference. Seller will defend and hold Buyer harmless for any loss, damages, or 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.

14. **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 has no authority to assume or create any commitment or obligation on behalf of Buyer, or to bind Buyer in any manner.

15. **SEVERABILITY:** In the event any one (1) or more of the provisions contained in this AGREEMENT should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction), and the balance of this AGREEMENT shall be interpreted as if such provisions were so excluded and shall be enforceable in accordance with its terms.

16. **PROVISIONS DEEMED INSERTED:** Each provision and clause required by law to be inserted in this AGREEMENT shall be deemed to have been so inserted and this AGREEMENT shall be read and enforced as though each such provision were included. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, this AGREEMENT shall be amended to make such insertion upon the application of either party.

17. **PROJECT MANAGERS:** The parties' respective designated representatives shall be the day-to-day contact persons during the performance of the Services under this Agreement. Buyer's Project Manager shall be the below signed individual authorized to sign contracts on Seller's behalf, or such other person Seller's Project Manager designates in writing. Buyer's Project Manager shall be its Senior Director, Nutrition Services. During the term of this AGREEMENT, Seller agrees to consult with Buyer's Project Manager regarding the format of any final report(s) and deliverables and the adequacy of the services provided by Seller. All submittals required of Seller shall be delivered to Buyer's Project Manager; however, Buyer's Project Manager may not (a) award, renew or terminate this AGREEMENT; (b) agree to, or sign any modifications to the AGREEMENT; or (c) obligate Buyer for payment outside the scope of the AGREEMENT.

18. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (a) on the date given, if delivered personally or sent by facsimile transmission with confirmation of receipt, (b) on the date of delivery, if delivered by a recognized express delivery service, or (c) five (5) days after mailing, if by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the addresses set forth below, or at such other addresses as such Parties may designate by written notice in the manner aforesaid.

**to Buyer addressed:**

Senior Director, Nutrition Services  
The Neighborhood House Association  
7818 Wilkerson Court  
San Diego, California 92111

**with copies to:**

Legal Department  
The Neighborhood House Association  
5660 Copley Drive  
San Diego, California 92111

**or to Seller addressed:**

[ADDRESS BLOCK]

19. **ASSIGNMENT:** Seller may not assign this AGREEMENT or any of its rights or obligations hereunder without the prior written consent of Buyer. Any attempt by Seller to assign any of its rights or obligations under this AGREEMENT in violation of this Section shall be void. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

20. **HEADINGS:** The titles of the articles, sections, subsections, paragraphs and subparagraphs of this AGREEMENT are for convenience of reference only and are not to be considered in construing this AGREEMENT.

21. **COUNTERPARTS:** This AGREEMENT may be executed in two 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.

22. **AMENDMENTS AND WAIVERS:** This AGREEMENT may not be amended or modified, nor may any of its terms be waived, except by a written instrument signed by the parties hereto. No failure or delay by any party in exercising any right under this AGREEMENT shall operate as a waiver thereof or of any other right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof, or of any other right. Each waiver or consent under any provision of this AGREEMENT shall be effective only in the specific instance and for the specific purpose for which it was given.

23. **PUBLICITY:** Seller shall not publish or use Buyer's name in any advertising, sales, promotional or other publicity materials without the prior written consent of Buyer.

24. **NON-EXCLUSIVITY:** Seller acknowledges and agrees that this AGREEMENT does not grant Seller the exclusive right or privilege to provide Buyer with any or all of the goods or services that are the subject of this AGREEMENT. Buyer expressly reserves the right to contract with other parties to obtain similar or identical services.

25. **FORCE MAJEURE:** Neither party shall be liable or considered in default under this AGREEMENT when the delay of performance (including Buyer's failure to pay Seller's compensation as contemplated in this AGREEMENT) is caused by circumstances beyond its reasonable control and occurring without its fault or negligence, including failure of funding sources, suppliers, subcontractors, and carriers, acts of civil or military authorities, national emergencies, fire, flood, acts of God, insurrection, and war (any such event, a "Force Majeure Event"); provided, that the party invoking this Section (the "Invoking Party") immediately provides notice thereof to the other party and uses commercially reasonable efforts to resume its performance hereunder. The party that receives notice of a Force Majeure Event from the Invoking Party may, at any time after the receipt of such notice, terminate this AGREEMENT immediately upon written notice to the Invoking Party.

26. **PARTIES IN INTEREST:** This AGREEMENT is enforceable only by the Parties hereto. The terms of this AGREEMENT are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any of Seller's personnel assigned to perform the obligations of Seller under this AGREEMENT, or any beneficiary of any such personnel, and no such personnel (or any beneficiary thereof) shall be deemed or considered a third-party beneficiary with respect to this AGREEMENT.

27. **SIGNATORY AUTHORITY:** If Seller is a corporation, partnership, trust or other entity, the individual or individuals signing this AGREEMENT 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 or her signature (together with the signature or signatures of any other individual signing below on behalf of such corporation, partnership, trust or other entity) is (are) the only signatures required to bind Seller.

28. **CONFIDENTIALITY:** During the term of this AGREEMENT, Seller may have or may be provided access to Buyer's proprietary items or confidential information, including but not limited to: all such payroll

and human resources information/data acquired by Seller pursuant to this AGREEMENT ("Confidential Information"). Seller agrees to maintain the confidentiality of Buyer's Confidential Information in accordance with this Section and any separate nondisclosure agreement(s) which expressly reference the disclosure(s) between the Parties. At a minimum, Seller agrees that it shall not make Buyer's Confidential Information available to any third party without the prior written consent of Buyer and that title and ownership of the Confidential Information provided by one Party to the other shall remain the exclusive property of that Party who has the right to possess the Confidential Information.

29. NO WAIVER OF BREACH OR DEFAULT. Buyer's failure to strictly and/or promptly enforce any of its rights, including but not limited to declaring a default, requiring cure of default, and/or terminating this AGREEMENT, shall not operate as a waiver of the default or breach of Buyer's rights, or to defeat or affect in any way the rights of either Party, with respect to any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either Party, except an express written waiver. All rights and remedies of either Party with respect to default and breach shall be cumulative and not alternative. Each Party expressly reserves the right to enforce any and all rights it has herein at any such time as the Party, in its sole discretion, deems appropriate. This provision shall survive the expiration or automatic termination of this AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be signed in their names and on their behalf by the duly authorized representatives, effective the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, including Appendixes I, and II to be signed in their names and on their behalf by the duly authorized representatives.

**[CONTRACTOR]**

**The Neighborhood House Association**

By \_\_\_\_\_

By \_\_\_\_\_

Its:

Rudolph A. Johnson, III  
President and Chief Executive Officer

Approved as to form and legality:

\_\_\_\_\_  
Dwight D. Smith  
Executive Vice President, General Counsel



**APPENDIX "I"**

PRODUCT RECALL AND NOTIFICATION PROCEDURES

[TO BE PROVIDED BY CONTRACTOR]

**APPENDIX "II"**  
**ADDITIONAL ASSURANCES**

Vendor hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including 2 CFR 200 and E.O. 12372 as they relate to the application, acceptance and use of federal funds for this federally assisted project. To the extent applicable, Vendor assures and certifies to NHA that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Vendor to act in connection with the Agreement and to provide such additional information as may be required.
2. It, and any subcontractor hired to perform hereunder, will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
3. It, and any subcontractor hired to perform hereunder, will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501 -1508, and 7324 - 7328), which limits the political activity of the employee.
4. It, and any subcontractor hired to perform hereunder, will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It, and any subcontractor hired to perform hereunder, will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874), as supplemented by the Department of Labor Regulations (29 C.F.R. Part 3, "Contractors and subcontractors on public building or public work financed in whole or in part by loans or grants from the United States").
6. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to the prohibition against forced child labor and severe forms of trafficking in persons. These include but are not limited to the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104, et seq.) which authorizes the termination of grants, contracts and/or cooperative agreements, without penalty to the Federal awarding agency/department, if Vendor or any of its subcontractors (i) engages in severe forms of trafficking in persons; (ii) has procured a commercial sex act during the effective period of the contract; and/or (iii) uses forced labor in its performance of this Agreement.
7. It, and any subcontractor hired to perform hereunder, will fully comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) which prohibits discrimination on the bases of race, color or national origin; Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act; and any other Federal and State law and regulations hereinafter enacted which may apply to the application.
8. Regarding all negotiated contracts excluding those for less than \$2,500, NHA, the Federal Awarding Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and

Appendix II  
Additional Assurances

Transcriptions.

9. Regarding all negotiated contracts in excess of \$100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Act (EPA).
10. It, and any subcontractor hired to perform hereunder, will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

**EXHIBIT C**

**REQUEST RESPONSE SUBMITTAL FORM**

**NHA Request #** \_\_\_\_\_

The undersigned hereby proposes to furnish all services necessary to completely fulfill the Scope of Services, without restriction. The total amount in **Exhibit A** of the RFP equals \$\_\_\_\_\_.

Respondent Name (Please Print) \_\_\_\_\_ Business Address: \_\_\_\_\_

Proprietorship  Partnership  Corporation  LLC  LLP FEIN # \_\_\_\_\_

If Partnership, list all general partner(s) \_\_\_\_\_

If LLC or LLP, list managing member(s)/partner(s) \_\_\_\_\_

Primary contact for the Request Process \_\_\_\_\_

Title \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

Can Respondent commence work on the start date in the Request? Y / N If no, when? \_\_\_\_\_

Has the Specimen Contract attached to the Request been reviewed? Y / N

Are any terms unacceptable? Y / N If yes, specify the terms \_\_\_\_\_

Would Respondent seek to negotiate any terms? Y / N If yes, specify the terms \_\_\_\_\_

State Business License: \_\_\_\_\_

State Contractors License (where applicable) \_\_\_\_\_

***CERTIFICATION***

I declare that the foregoing is true and correct and that I am authorized to make this representation and submit the attached Response to NHA's Request # \_\_\_\_\_ on behalf of \_\_\_\_\_.

Date: \_\_\_\_\_

Signature

\_\_\_\_\_  
Type or Print Name

**EXHIBIT D**

**Vendor References Form**

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Please provide a minimum of three (3) references where work of a similar size and nature was performed within the past three (3) years. The purpose for the references is to enable NHA to judge the responsibility, experience, skill, and business standing of the bidder.

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Value of Contract (\$): \_\_\_\_\_ Length of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Value of Contract (\$): \_\_\_\_\_ Length of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Value of Contract (\$): \_\_\_\_\_ Length of Contract: \_\_\_\_\_

**EXHIBIT E**

<b>Certifications</b>
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On behalf of the Respondent:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Respondent.
2. The individual signing certifies that the Respondent is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Respondent.
3. The individual signing certifies that there has been no attempt by Respondent to discourage any potential Respondent from submitting a proposal.
4. The individual signing certifies that he/she has read and understands all of the information in this Request.
5. Respondent agrees that it will not discriminate against any employee or applicant for employment because of race, color, sex, national origin, religion, age, handicap or veteran status. Respondent will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to race, color, sex, or national origin. Respondent will cooperate with NHA in using vendor's best efforts to ensure that disadvantaged business enterprises are afforded the maximum opportunity to compete for subcontracts or work under this contract.
6. Respondent certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

Dated this \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Respondent's Business Name)

\_\_\_\_\_  
(Signature of Respondent's Representative)

\_\_\_\_\_  
(Printed Name and Title of Individual Signing)