



Chairperson
Meisha Sherman

President and CEO
Rudolph A. Johnson, III

**The Neighborhood House Association
Nutrition Services**

**REQUEST FOR PROPOSALS
to provide**

**Fresh, Whole Produce
Request # 2023-003**

Issue Date: Friday, August 18, 2023

Response Due: 12:00 pm (PST), Friday, September 15, 2023

Questions/RSVP: Jerome Gissendanner, Purchasing Agent

Email: 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 **Fresh, Whole Produce Request for Proposals** process. Selected vendors will provide and deliver fresh produce 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 4,000 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 2,000 participants daily, including:

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

Historically, NHA has purchased about \$120,000 on fresh, whole produce 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.

TIMELINE

Event	Date
RFP Published	Friday, August 18, 2023
Deadline for RFP Questions	Friday, September 1, 2023, 3:00 PM
Last Day to post Responses to Questions	Friday, September 8, 2023, by 3:00 PM
RFP Submission Deadline & RFP Closed	Friday, September 15, 2023 at 3:00 PM
Bid Award Letters Sent Out	Monday, October 2, 2023
Contracts Sent to Awardees by NHA Legal	Monday, October 30, 2023
Vendor Contracts Fully Executed	Friday, December 1, 2023
Contract Start Date	Monday, January 1, 2024

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 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:

Nutrition Services	Adult Day Health Care
Black Infant Health	Live Well
Coordinated HIV Services/People of Color (POC)	Project In Reach
Early Head Start & Head Start	Project In-Reach + Ministry
Financial Counseling and Coaching Program	Peer Reentry Leadership Academy
Homework Center	Safe Connections
Healing Oaks Clinic BPSR & SUD Treatment	Senior Center
Innovisions	

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.

2.0 NHA NUTRITION SERVICES SUMMARY AND PROJECT OBJECTIVE

NHA's Nutrition Services currently produces and delivers over 4,000 breakfasts, lunches, and snacks made fresh and from-scratch using whole ingredients and fresh produce. 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 high-quality food is important for various reasons including good nutrition, as well as to further drive home the message about healthy eating, seasonal food, and how food grows. 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.

NHA's goal with RFP #2023-003 is to identify vendors that is best suited to help further NHA's efforts in combatting childhood obesity by way of making healthy meals made from scratch using custom ordered fresh produce. As expected, the cost of food is a top expense for the department, and purchasing the best quality at the best price is imperative.

3.0 SCOPE OF SERVICES FOR THIS REQUEST

NHA desires to engage the services of fresh produce companies located within (or easy access to) the San Diego County area, to supply and deliver fresh, whole produce (not cut/processed).

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 fresh produce 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 8:30AM and be negotiated on a case by case basis. Food 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. Such terms include, but are not limited to, applicable federal and California Department of Food and Agriculture standards regulating food quality and wholesomeness. A specimen of NHA's standard contract terms and conditions is attached to this Request, in the document entitled "Fresh Produce Agreement", attached hereto as **Exhibit B** (Specimen Contract) and incorporated herein by this reference.

The anticipated start date for work on this project is January 1, 2024. 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.

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. 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 Fresh Produce 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.

How to Prepare a Responsive Submittal

A responsive submittal must include the following:

1. A completed **Exhibit A** – Whole, Fresh Produce Product Price List. The total price listed on **Exhibit A** must be provided on the same option submittal form under **Exhibit C**.
2. NHA Specimen Contract **Exhibit B**.
3. A completed and signed **Exhibit C** - NHA Request Response Submittal Form.
4. A completed **Exhibit D** - Vendor References Form listing of at least three (3) relevant client references that NHA may contact.
5. A signed **Exhibit E** – Certifications page.
6. 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;

7. 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;
8. A detailed description of the notification, hold and recall procedures Respondent would perform, in the event of a food product and/or supply recall;
9. 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;
10. 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.;
11. A statement by Respondent disclosing potential and/or pending *material* litigation;
12. 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 Whole Fresh Produce Product Price List, attached hereto as **Exhibit A**, is a compilation of the produce 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 **Friday, September 15, 2023 at 3:00 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 #2023-003
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 #2023-003 will close on **Friday, September 15, 2023 at 3:00 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. 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.

Disclaimer

NHA anticipates multiple contractors will be selected as a result of this Request; however, NHA reserves the right, in its sole discretion, to award to a sole contractor to perform apportionments of the Services. NHA further reserves the right, in its sole discretion, to reject any or all response submittals, waive any informalities in this process or the submittal requirements; and/or cancel, in whole or in part, this Request.

10.0 FEDERAL NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the

basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted 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; or
2. **fax:**
(833) 256-1665 or (202) 690-7442; or
3. **email:**
Program.Intake@usda.gov

This institution is an equal opportunity provider.

11.0 EXHIBITS

The following Exhibits are attached hereto and incorporated herein:

- **Exhibit A** – General Food Price List
- **Exhibit B** - Sample Specimen Contract
- **Exhibit C** - Response Request Submittal Form
- **Exhibit D** - Vendor Reference Form
- **Exhibit E** - Certifications

EXHIBIT “A”
“Product Price List and Delivery Site”

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

No.	Item Description	Pack Quantity	Pack Size	Estimated Annual Usage	Vendor's Price
FOOD					
1	Pears #110	CS		606	\$
2	Banana	CS	40 LB	732	\$
3	Oranges #113	CS		792	\$
4	Oranges #138	CS		204	\$
5	Spinach Baby	CS	3 LB	606	\$
6	Apples Red #138	CS		222	\$
7	Lettuce Spring Mix	CS	3 LB	216	\$
8	Tomato Whole	CS	25 LB	144	\$
9	Potato Red Whole	CS	50 LB	60	\$
10	Chives	LB		57	\$
11	Lettuce Green Leaf Cleaned	Bag	2.5 LB	174	\$
12	Apples Golden #113	CS		36	\$
13	Potato Yams	CS	40 LB	42	\$
14	Potato Russet Whole	CS	70 LB	12	\$
15	Tomato Cherry	Pint		12	\$
16	Cilantro	Bunch		516	\$
17	Asparagus	LB		60	\$
18	Onion Green	Bunch		480	\$
19	Lemon Whole	Each		30	\$

20	Strawberries Clamshell	CS		78	\$
21	Mint	LB		36	\$
22	Thyme	LB		27	\$
23	Rosemary	LB		18	\$
24	Sage	LB		12	\$
25	Parsley Italian	Bunch		150	\$
26	Eggplant Whole	LB		30	\$
27	Onion Yellow Whole	LB		30	\$



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 ("NHA") and _____, a _____, with primary offices located at _____ ("Vendor"). NHA and Vendor are collectively referred hereto as (the "Parties")

RECITALS

WHEREAS, NHA is contracted through various governmental agencies, including the United States Department of Agriculture ("USDA"), Federal Department of Health & Human Services ("OHS") and the California Department of Education ("CDE") to provide food, beverage and nutrition services to seniors and children residing in communities located throughout San Diego County;

WHEREAS, Vendor is engaged in the food and beverage procurement and delivery service business;

WHEREAS, NHA desires to secure the services of Vendor and Vendor desires to provide food and beverage procurement and delivery services to locations one or more locations in San Diego County;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, NHA and Vendor (collectively the "Parties") agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 NHA desires to engage the services of Vendor (i) to supply and deliver the food and products listed in the document titled "Product Price List" (hereinafter, the "Products"), attached hereto as **Exhibit "A"** and incorporated herein by reference. Select Products are to be delivered by Vendor to the locations (the "Sites") also referenced in **Exhibit "A"**.

1.2 Vendor should anticipate and be equipped (A) to accept, process and perform Product orders made by NHA, via the Internet; and (i) to perform deliveries on a daily, twice-weekly and/or weekly delivery schedule, to the extent requested by NHA's Project Manager, referenced in Section 9.3 below. NHA demand for Products will likely fluctuate from week to week and month to month. Each Site operates during the time periods and schedule listed on **Exhibit "A"**.

SECTION 2. FOOD QUALITY AND HEALTH STANDARDS

2.1 Employees' Health Statements Required. Vendor agrees that each of Vendor's employees who are engaged in preparing, handling, serving and storing the Products, shall meet California and local Health Department requirements. All employees engaged in preparing, handling and/or serving the Products shall obtain a San Diego County Food Handler's Certificate.

2.2 Food Handling and Preparation. Vendor shall store all products in sanitary containers that are dated for effective rotation of stock on a first-in, first-out basis. Products prepared for delivery to the Sites must be cooked and/or processed in an appropriately licensed and certified food-preparation facility. Vendor shall handle and prepare all Products in compliance with public health regulations as well as other standards referenced herein as may be modified from time-to-time by NHA. Vendor shall be responsible for all food storage and handling to ensure food safety and sanitation until the time of Product acceptance by NHA.

2.3 Food Quality Standards. Vendor shall purchase and provide Products, and all other related supplies that are wholesome, of the best quality, and comply with all applicable Federal, California and local laws and regulations including, but not limited to:

- The Food and Drug Act;
- Applicable Meat Inspection Regulations;
- The Humane Slaughter of Animals Act and Humane Slaughter Regulations;
- The Official Methods of Analysis and Association of Official Analytical Chemists;
- The Federal Department of Agriculture-Products Regulations;
- The Fish Inspection Act and Regulations;
- The Meat and Canned Foods Act;
- Fresh and Processed Fruit and Vegetable Regulations;
- The U.S. Grain Act and Grain Regulations; and
- California Department of Food and Agriculture.

2.4 Food Delivery Standards. Vendor agrees to perform the Services herein in a manner which ensures that state and local health and sanitation requirements are met at all times. Vendor agrees to comply with all state and local health regulations that apply to any food, beverage and supply products delivered to NHA, including but not limited to those Products listed in **Exhibit "A"**. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures. NHA will not be obligated to pay for any food product that is unwholesome or spoiled at time of delivery.

2.5 Food Inspection, Acceptance & Labeling. Prior to delivery to each Site, Vendor shall inspect all Products for quality and compliance with the standards set forth in this Section 2. Vendor shall make certain all Products clearly display (i) "Expiration Date" labeling; and (ii) any available Child Nutrition labeling. The Site may reject delivery of any Product that reflects an expired product label date.

2.6 Product Recall and Notification Procedures. Vendor agrees to adhere to the Product recall procedures referenced in **Appendix "I"**, attached hereto and made a part hereof.

SECTION 3. 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 Vendor written notice of its intent to extend the Agreement, not less than sixty (60) days prior to expiration.

SECTION 4. PRICES, COMPENSATION AND PAYMENT

4.1 Prices. The prices charged by Vendor for the Products and Services shall be as listed on **Exhibit "A"**. Such prices shall remain fixed for a period of six months from the effective date of this Agreement. On each anniversary of the effective date, the parties agree that the Price List may be revisited and revised, upon mutual agreement. In the event Vendor proposes to increase the price of any Product, Vendor shall submit, to NHA's Project Manager, a written request and justification for such increase. NHA in its sole discretion shall have the right to approve or reject any proposed price or increase. Any agreed upon price change shall remain fixed until the next anniversary of the effective date of this Agreement. In the event the parties desire to add additional products to this Agreement, the parties shall meet in good faith to agree on the price for such new product. Once a price is reached for any new product, as documented by the invoice, the price shall remain fixed for one (1) year, and be subject to all the terms and conditions of this Agreement.

4.2 Method of Payment. The payment schedule is based on the actual quantity of Product delivered and accepted by each Site in accordance with the timetable referenced in Section 1.2 above. Vendor shall submit invoices on a weekly basis referencing Contract No. __, and separately identifying the quantity of Product delivered and accepted at each Site. NHA will remit payment to the Vendor within 30 days of receipt of the approved invoice. Vendor shall submit duplicate invoices to:

**The Neighborhood House Association
Attn: Purchasing Department
5660 Copley Drive, San Diego, CA 92111**

4.3 Billing Records. Vendor shall maintain full and complete records of the Products delivered to NHA. Such records shall be retained for not less than three (3) years following expiration or termination of this Agreement. Such records shall be provided to NHA within five (5) business days following a written request.

SECTION 5. PERFORMANCE STANDARDS

5.1 Assurances. The additional Assurances governing agreements between NHA and Vendor are listed on **Appendix "II"**, attached hereto and made a part hereof, ("Assurances"). The Parties agree to abide by all of the applicable terms and conditions set forth in the Assurances.

5.2 Employee Identification. Vendor shall issue identification badges and/or uniforms that shall be worn by Vendor's employees when present in or around the Sites. Vendor's employees shall maintain identification that, at a minimum, displays the employee's picture, name and Vendor's name.

5.3 Equal Employment Opportunity. Vendor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Vendor shall provide equal opportunity in all employment practices. Vendor shall comply with all state and federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. Vendor shall comply with the California Workers' Compensation Act as applicable to its employees.

5.4 Drug Free Workplace Policy. Vendor shall advise all of its employees of NHA's DRUG FREE WORKPLACE POLICY that states:

"The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at the Neighborhood House Association, including its Head Start Centers and other worksites."

Vendor's employees must agree to the terms of this policy as a condition of employment and be advised that violations of this policy shall result in appropriate disciplinary action, up to and including termination, and that an employee convicted of a violation of a criminal drug statute, occurring in the workplace, is required to notify his/her supervisor of the conviction, in writing, no later than five (5) calendar days after such conviction.

5.5 Compliance with Law; Licenses and Permits. Vendor shall possess and maintain throughout the term of this Agreement, an "A" rating issued by the San Diego County Department of Public Health, for all locations it operates in San Diego County and present proof of the same upon NHA's. Contractor shall strictly comply with all state, federal and local laws, ordinances and regulations applicable to and governing its operations and the Vending Services, and shall procure all necessary licenses and permits. Vendor shall, within twenty-four (24) hours of discovery, notify NHA of any known violation of law or revocation, suspension, termination or other change to any required license or permit. Vendor shall promptly take all steps required to correct the violation of law or reinstate or obtain the license or permit. Should Vendor take any action deemed unlawful or unsafe by law, rule or regulation, such action shall constitute a material breach of this Agreement.

5.6 Debarment and Suspension Status. Vendor assures and certifies to NHA that it and any subcontractor hired by Vendor to perform on its behalf hereunder, is 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. Vendor agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.

6.0 INDEMNIFICATION. Vendor shall indemnify, hold harmless and defend NHA and its officers, directors, agents and employees from and against any and all liabilities, obligations, damages, costs, losses, and expenses (including reasonable attorneys' fees), in litigation commenced by or against Vendor 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 or loss of property or profits resulting in whole or in part from any act, omission, negligence, fault or violation of law or ordinance, associated with Vendor's performance of this Agreement, and any transactions arising out of or related to this Agreement. Such indemnification by Vendor shall apply unless such damage or injury results from the

sole negligence, gross negligence or willful misconduct of NHA its officers, directors, agents or employees.

7.0 INSURANCE. Vendor shall, at its sole cost and expense, procure and maintain, throughout the term of this Agreement, the insurance set forth herein. All insurance policies shall be issued by an insurance company authorized by law to conduct business in the State of California, subject to NHA's approval. Vendor shall provide NHA original insurance certificates evidencing the required coverage.

7.1 Commercial General Liability Policy with coverages as broad and as encompassing as the Commercial General Liability in the occurrence form, and providing coverage against claims for bodily injury or death and property damage occurring in or upon any Site, and arising out of Vendor's and its employees', subcontractors', agents' and authorized representatives' performance of this Agreement. Such insurance shall be primary and non-contributory with any other coverage, including NHA's, and shall afford immediate defense and indemnification of NHA to the limit of not less than TWO MILLION DOLLARS (\$2,000,000.00). Such insurance shall waive any right of subrogation against NHA;

7.2 Employer's Liability insurance with the following limits:

- Bodily Injury by Accident - \$1,000,000.00 each accident
- Bodily Injury by Disease - \$1,000,000.00 policy limit
- Bodily Injury by Disease - \$1,000,000.00 each employee

7.3 Commercial Automobile Liability, or Business Auto coverage with limits not less than ONE MILLION DOLLARS (\$1,000,000.00) for each occurrence, combines single limit for bodily injury or death and property damage, covering owned, non-owned and hired automobiles, including loading and unloading operations;

7.4 Workers' Compensation insurance as required by the laws of the State of California.

7.5 The Commercial General Liability and Commercial Automobile Liability insurance policies must include an additional insured endorsement consistent with the requirements referenced below. The policies shall provide for notice of cancellation to NHA, as the certificate holder. Vendor and NHA agree that the specified coverage or limits of insurance in no way limits the liability of Vendor. Vendor shall maintain the required insurance coverage and endorsements throughout the term of this Agreement.

The CGL and Commercial Automobile Liability insurance policies described above must include the following additional insured endorsement language:

“The Neighborhood House Association, and its members, officers, directors, agents and employees are named as additional insured and are provided the same coverage as the named insured, including the cost of defense against claims for bodily injury or death and property damage occurring in or upon or resulting from the insured's use or occupancy of the Sites, or arising out of the insured's or its members', officers', directors', employees', agents', or subcontractors' performance or non-performance of this Agreement between the insured and Neighborhood House Association, unless such claim is determined by a court of competent jurisdiction to have arisen from the

sole or gross negligence or the willful misconduct of an additional insured. The named insured's coverage is primary and shall not require contribution from the additional insured's insurance coverage."

8.0 TERMINATION. This Agreement shall automatically expire on [End Date], unless extended or terminated earlier as provided herein.

8.1 Material Breach and Cure. Vendor's failure to comply with the obligations set forth Sections 2, 5, 6, 7 and 9.1 of this Agreement shall be a material breach. Should Vendor, during the term of this Agreement, make any assignment for the benefit of its creditors, or voluntarily or involuntarily be declared bankrupt, or file for protection under any chapter of the Bankruptcy Act, or if a receiver or liquidator shall be appointed to administer the Vendor's affairs, such action by Vendor shall be a material breach of this Agreement. In the event Vendor commits a material breach of this Agreement, as set forth above, NHA shall give Vendor ten (10) business days within which to cure the breach. If Vendor fails to cure such material breach within the cure period, NHA may immediately and without further notice, terminate this Agreement and any obligations of NHA to perform hereunder. Such termination shall be deemed to be for cause.

8.2 Termination for Convenience of Parties. After completion of the Initial Term, either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party.

SECTION 9. GENERAL PROVISIONS

9.1 Independent Contractor Status; No Agency Relationship. NHA and Vendor are and shall remain independent entities. Neither Vendor nor its agents or employees shall act as officers, agents, or employees of NHA. Vendor has no authority to assume or create any commitment or obligation on behalf of NHA or, to bind NHA in any manner. The Parties intend that Vendor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed.

9.2 Force Majeure. The obligation of any party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

9.3 Project Managers. The Parties' respective designated representatives shall be the day-to-day contact persons during the performance of services provided under this Agreement. Vendor's Project Manager shall be [_____]. NHA's Project Manager shall be its **Senior Director of Nutrition Services**. During the term of this Agreement, Vendor agrees to consult with NHA's Project Manager (a) regarding the format of any periodic report(s) or other deliverables; and (b) the adequacy of the Services provided by Vendor. All submittals required of Vendor shall be delivered to NHA's Project Manager; however, NHA's Project Manager may not (x) award, renew or terminate this Agreement; (y) agree to, or sign any modifications to the Agreement; or (z) obligate NHA for payment outside the scope of the Agreement.

9.4 Notices. Any notice required by this Agreement shall be deemed to have been

sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to NHA addressed:

The Neighborhood House Association
Attn: Sr. Director, Nutrition Services
5660 Copley Drive
San Diego, California 92111

with copy to:

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

or to Vendor addressed:

9.5 Confidential Information. All information furnished or disclosed to Vendor by NHA in connection with this Agreement which is identified as confidential is received in confidence, shall remain the property of NHA and shall not be disclosed to any third-party without NHA's prior written consent. Vendor shall not use any such information for any purpose other than to perform this Agreement.

9.6 Subordination. This Agreement and the obligations of NHA herein shall be subordinate to any ground and premises leases, and to obligations (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto), and all renewals, modifications, consolidations, replacements and extensions thereof, created or given by NHA with respect to the Sites. Vendor hereby covenants and agrees that it will at any time required by NHA, during the term hereof and any extension or renewal, give and execute all further assurances as may be reasonably required to evidence and effectuate this subordination provision, to the holder or holders of any such leases or obligations.

9.7 Assignment and Subcontracting. Vendor shall not assign or transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of NHA; and any purported assignment by Vendor, without prior written consent, shall be null and void and constitute a material breach.

9.8 Modifications and Amendments. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed on behalf of each party by a duly authorized representative.

9.9 Headings. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Agreement.

9.10 Applicable Law. This Agreement is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law.

9.11 Attorneys' Fees. If legal action, including arbitration or action for declaratory relief, is brought by either party to interpret or enforce any provisions of this Agreement, the prevailing

party shall be entitled to an award of reasonable attorneys' fees and other costs incurred, the award of which may be determined in the same action or a separate action brought for that purpose.

9.12 Entire Agreement. This Agreement represents the sole and entire agreement between NHA and Vendor, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Agreement.

9.13 Partial Invalidity. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

9.14 Non-Exclusivity. Vendor acknowledges and agrees that this Agreement does not grant Vendor the exclusive right or privilege to provide NHA with any or all of the Products and Services that are the subject of this Agreement. NHA expressly reserves the right to contract with other parties to obtain similar or identical products.

9.15 No Waiver of Breach or Default. NHA'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 NHA'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.

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 _____

Rudolph A. Johnson, III

Its:

Its: 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 to the Neighborhood House Association (NHA) that it will comply with the regulations, policies, guidelines and requirements, including 45 CFR part 75 Uniform Administrative Requirements and E.O. 12372 as they relate to the application, acceptance and use of federal funds for federally assisted project(s). 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 this Agreement, including all understandings and assurances contained herein, 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 by Vendor to perform on its behalf 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, Department of Labor."

3. It, and any subcontractor hired by Vendor to perform on its behalf 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 by Vendor to perform on its behalf 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 by Vendor to perform on its behalf 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 by Vendor to perform on its behalf 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 by Vendor to perform on its behalf 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. To the extent applicable, if Vendor, including any subcontractor it hires to perform on its behalf hereunder, is awarded construction contracts of more than \$2,000, Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor

standards provisions applicable to contracts governing federally financed and assisted construction”), including the requirement that the correct scale of wages to be paid be posted by the Contractor in a prominent and easily accessible location at the HHS funded worksite.

9. 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 transcriptions.

10. It, and any subcontractor hired to perform on its behalf 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? Yes No
If No, When: _____

Has the Specimen Contract attached to the Request been reviewed? Yes No

Are any terms unacceptable? Yes No If yes, specify the terms: _____

Would Respondent seek to negotiate any terms? Yes No 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

Certifications

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)

EXHIBIT F

Non-Discrimination 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 (including gender identity and sexual orientation), 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, audiotape, 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 http://www.ascr.usda.gov/complaint_filing_cust.html 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
- (3) E-mail: program.intake@usda.gov