The Neighborhood House Association

REQUEST FOR PROPOSALS

to provide

Real Estate Acquisition & Property Management Services

Request # 2012-002

Issue Date: May 1, 2012
Response Due Date: May 31, 2012
Purchasing Agent: Jerome Gissendanner 858.715.2642 ext.183

Request

Neighborhood House Association (NHA) is Requesting Proposals for real estate and property management services for the purchase and rental of residential properties located in San Diego County, from qualified businesses or individuals (“Respondents”) who are interested in providing such services. Respondents must demonstrate the ability to perform the work described in the Real Estate and Property Management Services set forth in this Request and have significant experience successfully performing comparable work.

NHA is not required to engage in a public bidding process to solicit proposals, quotes, information or statements of qualification. This process is not subject to protest or appeal.

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

Neighborhood House Association is a California nonprofit public benefit corporation and recognized as a 501(c)(3) tax-exempt organization. NHA operates a multi-purpose human service agency that facilitates leadership in communities and assists individuals and families throughout San Diego County. NHA provides services that are designed to improve the quality of life through programs relating to child development, assisting seniors to live on their own, helping people find jobs, 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. To view a listing of all programs and services offered by NHA please visit www.neighborhoodhouse.org.

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

Scope of Services for this Request

NHA desires to engage the services of a single firm or firms located within (or with easy access to) the San Diego County area, to provide real estate acquisition and property management services for properties to be located throughout San Diego County (the “Sites”).

**The Services must be performed in accordance with the specifications, terms and conditions of a written contract substantially similar to the “Specimen Contract”, Attached hereto and incorporated herein by this agreement.**

The projected start date for work on this project is July 1, 2012

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. The Respondent is solely responsible for any deficiencies in the response submitted.

The Respondent must review the terms and conditions set forth in the specimen contract attached hereto and, in the submittal, specifically identify any provisions the Respondent finds unacceptable or desires to negotiate.
The Respondent is solely responsible for all costs, direct or indirect, incurred 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. Copy of current and valid California real estate brokerage license.

2. Completed and signed NHA Request Response Submittal Cover Sheet (Exhibit A)

3. Brief description of the firm or business entity, including firm history, number of employees, organization structure, ownership structure and expertise, and resumes for principals or employees who would perform the Services in this Request, or in the case of an individual Respondent, a detailed personal resume or curriculum vitae.

4. List of current and former clients to whom the Respondent has provided services similar or comparable to those described in this Request, and contact information (name and telephone or email address) for at least three (3) clients from whom NHA may obtain references, and clearly identify any business relationship that the Respondent believes may give rise to a conflict of interest if selected to provide the Services in this Request.

5. Detailed listing and description of experience, specialized training, and other information over the last 10 years that demonstrates the Respondent’s expertise and capacity to provide the Services specified in this Request.

6. Detailed cost proposal for services listed in Scope of Services.

7. Information demonstrating the Respondent’s commitment to equal opportunity, such as efforts related to workforce diversity or contracting.

8. W-9 Form (Completed and Signed)

9. Disclosure of any on-going and/or expected litigation that Respondent is (or is expected to be) named a party to. If not applicable, Respondent must indicate such in its submittal.

Alternates/Deviations. A Respondent may recommend consideration of alternate or additional services or material not identified in this Request or deviations from the Scope of Work in this Request that Respondent believes will enhance the specified Services or more successfully achieve the outcome sought by this Request. Any alternates or deviations must be separately listed and described.

Proprietary Information. Certain documents in NHA’s possession are subject to inspection and copying pursuant to the Federal Head Start regulations; however, the 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.**

### Response Submittal Procedures

**Clarifications.** Requests for clarification of this Request must be directed to Jerome Gissendanner, Purchasing Agent and submitted in writing, by facsimile to 858-715-2670 or by E-mail to jerome@neighborhoodhouse.org prior to the submittal deadline.

**Addenda.** Any material changes to this Request resulting from either a request for clarification or a business decision of NHA will be issued in written form in the same manner this Request was advertised. 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.

**Response Submittal Package.** Respondent must submit the following documents in a sealed envelope:

- Three (3) signed original and three (3) copies of the NHA Request Response Submittal Form attached hereto.
The envelope must be addressed as follows:

Neighborhood House Association  
Attn: Jerome Gissendanner, Purchasing Agent  
Procurement Division – Request# 2012-002  
5660 Copley Drive  
San Diego, CA  92111

Submittal Deadline. Submittals must be received by 4:00 pm (PST) on May 31, 2012.

Submittal Methods. Submittals may be sent by U.S. or private delivery mail service or by personal delivery to NHA’s Administration Offices. Submittal by E-mail, in PDF format, will be accepted provided the signed original NHA Request Response Submittal Cover Sheet is received within twenty-four (24) hours after the submittal deadline. Submittals submitted after this RFP closes will not be accepted.

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

Selection Process

This Request is seeking to identify the entities and persons most qualified to provide the Services. NHA at its sole discretion will determine which Respondents are most qualified to provide the Services, based on the information in the response submittals and input from references provided. These Respondents may be asked to interview with NHA representatives and respond to questions regarding the submittal response. NHA may elect to negotiate pricing with one or more of the best-qualified Respondents. NHA at its sole discretion will make its final selection of the Respondent whose experience, expertise, reputation, capabilities, past performance and cost is determined to be most advantageous to NHA.

NHA’s decision is final and is not subject to any form of administrative review, appeal or protest.

Contracting Process

Neither this Request nor the selection of a Respondent will create a binding commitment on NHA. Upon completion of the selection process, NHA will award a contract to the party whom it elects to provide the Services in this Request. A binding commitment will only occur when a contract between NHA and the successful Respondent has been fully executed.
**Disclaimers**

NHA anticipates a single contractor will be selected as a result of this Request; however, NHA reserves the right, in its sole discretion, to award contracts to multiple contractors. 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.

**Attachments**

The following documents are attached hereto and incorporated herein:

- *Exhibit A – NHA Request Response Submittal Cover Sheet*
- *Exhibit B – Specimen Contract (Includes Scope of Services)*
The Neighborhood House Association

EXHIBIT “A”
REQUEST RESPONSE SUBMITTAL FORM

NHA Request # __________
The undersigned has carefully examined this entire RFP and familiarized themselves with all conditions pertinent
to this Request. The undersigned hereby proposes to furnish all Services necessary to completely fulfill the Scope
of Services without restriction.

Respondent Name (Please Print) ______________________ Business Address: ____________________________

[ ] Proprietorship [ ] Partnership [ ] Corporation [ ] LLC [ ] LLP FEIN #____________________
State ________________
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) _______________________________________________________

Please Check One ___ Minority Owned ___ MBE ___ WBE ___ SBE ___ Disabled Veteran

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

_____________________________
Title
This Standard Consultant Agreement (the “Agreement”) is entered into effective as of this 1st day of July 2012, by and between The Neighborhood House Association, a California non-profit corporation with its principal offices located at 5660 Copley Drive, San Diego, California 92111 (“NHA”), and [__________], an individual/corporation with its principal offices located at [__________] (“Consultant”), whose local contact information is set forth below:

Name: ____________________  Telephone Number: ______________
Address: ____________________  Tax I.D. Number: [On File]
____________________  License Number: ________________

1. TERM: This Agreement will commence on July 1, 2012 and shall continue, until it automatically expires, on June 30, 2013; unless terminated earlier, by NHA upon thirty (30) days prior written notice to Consultant. Notwithstanding the foregoing, this Agreement may be terminated at any time and without prior notice for Cause (as defined below). In the event of termination of this Agreement, advance quarterly compensation paid to Consultant shall be pro-rated to reflect the actual work completed at the time of termination and any outstanding amounts shall be returned to NHA within fifteen (15) days. Confidential Information belonging to NHA shall be immediately returned. For the purposes of this Agreement, “Cause” shall mean conduct involving one (1) or more of the following: (a) any material failure of Consultant to render services to NHA in accordance with the terms and conditions of this Agreement; (b) disloyalty, gross negligence, willful misconduct, dishonesty, fraud or breach of duty to NHA; (c) deliberate disregard of the rules or policies of NHA; and/or (d) any act or omission that induces any other vendor, provider, consultant, or contractor to breach a contract with NHA.

2. DUTIES OF CONSULTANT: Consultant agrees to perform the “Services” or “Scope of Services”, as follows:

2.1 Consultant agrees to perform the Services as specified in the document entitled “Scope of Services – Statement of Work and Fee Schedule”, attached hereto as APPENDIX “A” and incorporated herein by reference. In the event of a conflict between any provision of this Agreement and any documents incorporated into it by reference, the terms and conditions set forth in this Agreement shall prevail to the extent of such conflict.

2.2 Consultant expressly acknowledges and agrees that any and all works, including research, reports, and/or deliverables, created by Consultant in the scope of providing the Services hereunder shall be considered “works made for hire” as defined in the United States
Copyright Act; and, at all stages of development, shall be and remain the sole and exclusive property of NHA. Consultant further agrees to take all actions to execute and deliver all documents requested by NHA in order to evidence the assignment of Consultant’s rights in and to such proprietary works.

2.3 Consultant represents and warrants that any work or service it provides NHA pursuant to this Agreement shall not infringe upon the intellectual property rights of any third party.

2.4 **TIME IS OF THE ESSENCE** with respect to all provisions of this Agreement that specify a time for performance. Notwithstanding Section 11 below, the parties acknowledge and agree that any unreasonable delay in the completion of the Services described herein shall constitute a material breach of this Agreement.

2.5 Consultant agrees to furnish at its sole cost and expense, all labor and services for the completion of the Services to be performed pursuant to this Agreement. Consultant will complete the same in a thorough and skillful manner in every respect to the satisfaction and approval of NHA, within the time specified in this Agreement and in strict accordance with the instructions and information contained in this Agreement, including without limitation the “Scope of Work”.

3. **COMPENSATION:** The total compensation payable to Consultant pursuant to this Agreement shall not exceed ________ ____________ ($xx,xxx.xx), payable as follows:

3.1 Consultant agrees to submit quarterly billing statement(s), in advance based on the document entitled “Client Services Agreement – Statement of Work and Fee Schedule”, attached hereto as APPENDIX “A”.

3.2 The amount set forth in the schedule attached constitutes the maximum compensation payable to Consultant for all Services provided by Consultant pursuant to this Agreement with respect to all insurance policies (and renewals thereof) in force and serviced by Consultant as of the effective date of this Agreement and NHA shall not be required to pay any amount in excess of such amounts unless Consultant is required to obtain on behalf of NHA additional insurance policies or to perform additional services and then only by mutual agreement in writing.

4. **CONTROLLING STATUS:** Attached hereto as APPENDIX “B” and incorporated herein by reference are the Assurances governing contracts between NHA and Consultant for professional or technical services rendered to NHA. The parties to this Agreement shall abide by all of the terms and conditions set forth in the Assurances. Additionally, 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.

5. **PERFORMANCE STANDARDS:** Consultant shall perform the Services in a skillful, competent and professional manner in accordance with (a) the terms and conditions of this Agreement, including without limitation, any specifications set forth in the Scope of Work; (b) recognized industry standards; and (c) all applicable federal, state and local laws, rules and regulations. All of
Consultant’s personnel who perform any work under this Agreement shall have such skill and experience in the applicable area as is reasonably necessary to perform all of Consultant’s obligations under this Agreement in a timely, workmanlike and professional manner. Consultant shall ensure that all of its employees, contractors, agents, representatives and other personnel observe and comply with all security and safety policies of NHA at all times. Consultant shall be responsible to NHA for any errors or omissions in its performance of the Services. Consultant represents and warrants to NHA that it has in effect, and shall retain, throughout the term of this Agreement, all licenses, permits, qualifications and approvals of whatever nature are required to provide the Services in California.

6. COMPLIANCE WITH LAWS: Consultant and each of its employees, contractors, agents, representatives and other personnel hired or retained by Consultant in connection with the performance of Consultant’s obligations under this Agreement shall be fully informed of all federal, state and local laws, rules and regulations that affect or are applicable to the performance of Consultant’s obligations under this Agreement, and shall at all times observe and comply with all such laws, rules and regulations, regardless of whether all or any of such laws, rules and regulations are referenced in this Agreement. Consultant further assures and certifies to NHA that it and any subcontractor hired by Consultant to perform on its behalf hereunder, are not currently suspended, debarred, or otherwise prohibited (i) by the Federal Government from bidding on, accepting or being awarded federally funded contracts, either as a contractor or subcontractor; or (ii) by the State of California from bidding on, accepting or being awarded public works contracts, either as a contractor or subcontractor. Consultant agrees to inform NHA within forty-eight (48) hours of any change in its debarment status.

7. INSURANCE AND INDEMNIFICATION: Consultant 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. Prior to commencing performance of this Agreement, Consultant shall provide NHA original insurance certificates evidencing the required coverage:

(a) Commercial General Liability Policy with coverage 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 arising out of Consultant’s and its employees’, subcontractors’, agents’ and authorized representatives’ performance of this Agreement (“CGL”). 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 one million dollars ($1,000,000.00). Such insurance shall waive any right of subrogation against NHA.

(b) Consultant shall maintain automobile liability, or business auto coverage with limits not less than one million dollars ($1,000,000.00) for each occurrence; combining single limit for bodily injury or death and property damage, covering non-owned and hired automobiles, including loading and unloading operations.

(c) Upon request by NHA’s Project Manager, Consultant agrees provide original insurance certificates evidencing the required coverage. The CGL and automobile liability policies described above (collectively, the “Policies”) must include the following additional insured endorsement language:
“The Neighborhood House Association (NHA), and its 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 as a result of the insured’s or its members’, officers’, directors’, employees’, agents’, or subcontractors' performance or non-performance of the Agreement between the insured and NHA. The named insured’s coverage is primary and shall not require contribution from the additional insured's insurance coverage.”

(d) The Policies shall provide for notice of cancellation to NHA, as the certificate holder. The parties agree that the specified coverage or limits of insurance in no way limit the liability of Consultant. Consultant shall maintain the required insurance coverage and endorsement throughout the term of this Agreement.

(e) Consultant agrees to indemnify, defend and hold harmless NHA and each of its directors, officers, employees, agents, representatives and affiliates (including, without limitation, the administrators of NHA’s employee benefit plans) from and against any and all claims, demands, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) relating to or arising from: (i) Consultant’s use of the NHA Workplace or its equipment; (ii) any breach or default by Consultant of any of its representations, warranties or covenants set forth in this Agreement; and (iii) any work or Service performed by Consultant under this Agreement.

8. INDEPENDENT CONTRACTOR: Notwithstanding anything herein to the contrary, the parties hereby acknowledge and agree that NHA shall not have any right to control the manner, means or method by which Consultant performs its obligations under this Agreement; provided, however, that NHA shall be entitled (a) to determine the particular services to be performed by Consultant pursuant to this Agreement and to designate NHA’s desired results of such services; (b) to determine the time and place for the performance of such services; and (c) to review and assess Consultant’s performance of such services and the results thereof for the limited purposes of assuring that such services have been performed and such desired results have been obtained in a manner satisfactory to NHA.

In providing services hereunder, Consultant shall, for all intents and purposes, be regarded as an independent contractor of NHA. Consultant shall be solely responsible for all taxes, withholdings and other similar statutory obligations with respect to amounts paid by NHA to Consultant. Consultant is not an employee, partner or a joint venture participant of NHA, and Consultant has no right or authority to take any action or to enter into any contract or agreement on behalf of NHA or otherwise bind NHA in any manner, or incur any liability or make any representation on behalf of NHA.

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

10. **PROJECT MANAGER:** The parties’ respective designated representatives shall be the day-to-day contact persons during the performance of the Services under this Agreement. Consultant’s Project Manager shall be its [Title of Respondent’s Project Manager], or such other person Consultant designates in writing. NHA’s Project Manager shall be its Director, Facilities & Support Services. During the term of this Agreement, Consultant agrees to consult with NHA’s Project Manager regarding the format of any final report(s) and deliverables and the adequacy of the Services provided by Consultant. All submittals required of Consultant shall be delivered to NHA’s Project Manager; however, NHA’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 NHA for payment outside the scope of the Agreement.

11. **FORCE MAJEURE:** Neither party shall be liable or considered in default under this Agreement when the delay of performance (including NHA’s failure to pay Consultant’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.

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

13. **PUBLICITY:** Consultant shall not publish or use NHA’s name in any of its advertising, sales, promotional or other publicity materials without the prior written consent of NHA.

14. **ATTORNEY’S FEES:** The prevailing party as to any disputes relating to this Agreement shall be entitled to recover from the other party all costs, expenses and actual attorneys’ fees incurred in connection with the enforcement or interpretation of, or any litigation or arbitration relating to, this Agreement. Any judgment or order entered in any such action shall contain a specific provision providing for the recovery of attorneys’ fees and costs incurred in enforcing such judgment. For purposes of this paragraph, attorneys’ fees shall include, without limitation, fees incurred in the following: (a) post-judgment motions and appeals; (b) contempt proceedings; (c) garnishment, levee, and debtor and third-party examinations; (d) discovery; and (e) bankruptcy proceedings, including, without limitation, all motions, adversary proceedings and contested and uncontested matters in a case under Title 11 of the U.S. Code, where a party has appeared through counsel to protect its interests as a creditor under the Bankruptcy Code.
15. **ENTIRE AGREEMENT OF THE PARTIES:** The written terms and provisions of this Agreement and any documents incorporated herein by reference supersede 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. The provisions of this Agreement have been negotiated by the parties and each hereby waives any presumption relating to the interpretation of any contract provision against the drafter.

16. **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.

17. **SEVERABILITY:** In the event any one 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.

18. **SURVIVAL:** The provisions set forth in Sections 4, 7, 8, 9, 16, 26 and 27 of this Agreement shall survive the termination or expiration of this Agreement.

19. **PARTIES IN INTEREST:** This Agreement is enforceable only by Consultant and NHA. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment or benefit of any kind to any of Consultant’s personnel assigned to perform the obligations of Consultant 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.

20. **ASSIGNMENT:** Consultant may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of NHA. Any attempt by Consultant 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.

21. **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.

22. **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.
23. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to a contract executed and performed in such state, without giving effect to the conflicts of laws principles thereof.

24. **SIGNATORY AUTHORITY:** If Consultant is a corporation, partnership, trust or other entity, the individual or individuals signing this Agreement on behalf of Consultant represents to NHA 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 Consultant.

25. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) on the date given, if delivered personally or sent by facsimile transmission with confirmation of receipt; (ii) on the date of delivery, if delivered by a recognized express delivery service; or (iii) 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 NHA addressed:**
Director, Facilities & Support Services
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

**with copies to:**
Legal Department
The Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

**or to Consultant addressed:**
Respondent Name
Respondent Address

26. **CONFIDENTIALITY:** During the term of this Agreement, Consultant may have or may be provided access to NHA’s proprietary items or confidential information, including but not limited to: all the information acquired and/or generated on NHA’s behalf, pursuant to Sections 2.1 – 2.2 above (“Confidential Information”). Consultant agrees to maintain the confidentiality of NHA’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, Consultant agrees that it shall not make NHA’s Confidential Information available to any third party without the prior written consent of NHA 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.

27. **CONFLICT OF INTEREST:** Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with those of NHA and the performance of Services under this Agreement. Consultant’s Project Manager, and such other personnel responsible for carrying out the Services under this Agreement, shall take any and all actions necessary to comply with this provision.
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.

[RESPONDENT]                                           The Neighborhood House Association

By ______________________________                        By ______________________________
[Respondent Name]                                       Rudolph A. Johnson, III
Its:  [Respondent Title]                                Its:  President and CEO

Approved as to form and legality:

__________________________________________
Dwight D. Smith
Executive Vice President, General Counsel
The Neighborhood House Association
SCOPE OF SERVICES
APPENDIX “A”

Buyer Representation

A. Respondent shall identify potential properties from banking institutions foreclosed or distressed real estate inventory, Multiple Listing Service, and other sources. Properties to be located within the following zip codes: 92105, 92114 and 92139.

B. Respondent shall be the exclusive agency for the purchase of properties, subject to the terms of a buyer representation agreement to be executed between NHA and Respondent.

C. Respondent shall prepare purchase offers and coordinate all escrow closing requirements. All offers to be subject to approval by NHA’s Board of Directors.

D. Respondent shall coordinate, within the due diligence/investigation period, a site/building inspection by a third party firm paid by NHA

Property Management

A. Respondent will serve as the tenants’ primary point of contact for all issues relating to the Property. The Respondent will remain in regular contact with the tenants to ensure all tenant concerns are promptly and successfully resolved.

B. Respondent will manage maintenance and repair work as NHA’s agent. To perform this work, the Respondent will contract with supply and/or directly manage third—party suppliers/contractors acceptable to NHA.

C. Respondent will bill NHA monthly for the agreed upon fees, plus reimbursement of all operating, maintenance and tenant improvements costs; and provide monthly record keeping, including all receipts for repair, maintenance, and labor documentation. Any maintenance or repair costs over $500 must be pre-approved by NHA.

D. Respondent will be responsible for providing the following services to NHA:
   - Advertising property for lease
   - Showing property to prospective tenants
   - Thorough screening of applicants
   - Proper lease structuring
   - Collection of rent
   - Collection and disbursement (less charges) of security deposit
   - Handling maintenance repairs
   - Receipt and management of all bills
   - Orchestrate tenant move in and move outs including necessary repairs, cleaning & trash/debris removal
   - Property inspections
   - Monthly accounting statement provided with owner disbursement
CONSULTANT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including OMB Circulars No. A-87, A-102, 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, CONSULTANT 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 CONSULTANT to act in connection with the Agreement and to provide such additional information as may be required.


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 CONSULTANT 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 transcriptions.

9. 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.

10. To the extent applicable, Consultant 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.