Addendum #3
To
RFP 2012-002: Real Estate Acquisition & Property Management

1. Question:
Item 7 D Insurance and indemnification
Please provide clarification on the inserted language as it relates to auto coverage. NHA has asked to add specific individuals to the policy at the same coverage and protection levels as the primary insured.
When will NHA be providing the names, DOB, CDL so that bidders may evaluate the cost and feasibility of adding the specific individuals to the Auto Policy?

Answer:
Naming the corporation, "The Neighborhood House Association," as an additional insured party is sufficient for commercial vehicle/business automobile insurance policies.

2. Question:
Item 12 Non-Exclusivity.
The RFP states in section 12. That this agreement shall be “Non-Exclusive yet further into the RFQ it states that NHA will execute and agree to the terms of a buyer broker agreements termed “exclusive agency”.
Is the NHA going to have an exclusive relationship or will the verbiage of “non-exclusive” prevail in the definition of the relationship?

Answer:
“Non-exclusive” prevails. When an written offer is made, Appendix “A,” Part B would more likely read as follows: “Respondent shall facilitate the purchase of properties, subject to the terms of a buyer representation agreement, to be executed between NHA and Respondent.”

3. Question:
Item 18 Survival.
As stated in this section the NHA is requiring the Auto and Liability requirements to survive the completion, termination or expiration of the agreement.
Does the NHA expect the awardees to provide the additional insured requirement for an unlimited amount of time?

Answer:
[Sentence beginning with "As stated..."] Yes.

[Question beginning with "Does the NHA..."] No. The additional insured requirement (including providing notice of changes) continues for four years following the end of the agreement.

Re: Clarifying the buyer representation agreement that NHA plans to negotiate post award.
To be determined by NHA’s Board of Directors.
4. Question:
Appendix A-Buyer Representation.
NHA has indicated an “exclusive agency” and the execution of a buyer representation agreement.
Please clarify the buyer representation agreement that NHA plans to negotiate post award.
The BR-11 (Buyer Representation Agreement).
The NAP-11 (Non-Exclusive Authorization to Acquire Real Property)
The AAP-11 (Exclusive Authorization to Acquire Real Property)
Please provide the following clarifications as it relates to the buyer agreement.
   a. Location
   b. Excluded areas or issues NHA would like to avoid.
   c. Basis details of property requirements
   d. Price range
   e. Number of properties required in the next 12 months
   f. Number of parties required to approve/execute offers.

Answer:
   a. Properties to be located within the following zip codes 92105, 92114, 92139.
   b. Same as above
   c. Single or multifamily residential units
   d. To be determined
   e. Not known
   f. NHA chooses not to provide information on this question.

5. Question:
Appendix A-Property Management
Please provide the following to support accurate and complete bid submission.
   a. Number of properties to manage
   b. Address of each property
   c. Rents collected from each property.

Answer:
   a. Properties that are acquired as part of the RFP
   b. N/A
   c. N/A

6. Question
Property Management section D
NHA states that the Respondent/Awardees will be responsibility for a list of things.
Does NHA expect the Awardees to absorb all incurred costs relating to Tenant management with the exclusion of repairs?
Does the NHA expect the Awardees to absorb all screening fees, unlawful detainer and eviction costs?
**Answer**
NHA states that the Respondent/Awardees will be responsible for a list of things. Does NHA expect the Awardees to absorb all incurred costs relating to Tenant management with the exclusion of repairs? Yes

Does the NHA expect the Awardees to absorb all screening fees, unlawful detainer and eviction costs? Yes

**7. Question**
The Following questions relate to Appendix B
Davis Bacon
The Davis-Bacon and Related Acts provide laborers and mechanics on covered federally financed or assisted construction contracts the right to receive at least the locally prevailing wage rate and fringe benefits,
Please clarify to what extent the requirements of the Davis Bacon act shall apply.

**Answer**
N/A - No Federal funding involved

**8. Question**
41 CFR Part 60
a. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000. The provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

b. Please provide the goals and objectives to support the above.

c. Will the NHA require the affirmative action plan and supporting document with the bid or post award?

**Answer**

a. N/A

b. N/A

c. No