



Neighborhood House Association

CHAIRPERSON
W. Harold Tuck

PRESIDENT & CEO
Rudolph A. Johnson III

REQUEST FOR PROPOSALS

to provide

Copier Maintenance Services

Request # 2010-005

Issue Date: April 12, 2010

Response Due Date: April 30, 2010 at 4:00 pm PST

Purchasing Agent: Jerome Gissendanner 858.715.2642 ext.183

Request

Neighborhood House Association (NHA) is Requesting Proposals for a copier maintenance agreement from qualified businesses or individuals ("Respondents") who are interested in providing such services. Maintenance services are to be performed on **thirty-five (35)** Canon copiers at approximately twenty six (26) sites located throughout San Diego County from the period of **July 1, 2010** through **June 30, 2013**. Respondents must demonstrate the ability to perform the work described in the Scope of Work 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, NHA programs currently include:

• Head Start	• The Connection (Teen Pregnancy Prevention)
• Housing Counseling	• Project Enable (Mental Health Services)
• HIV/AIDS Services	• Senior Services Center
• Adult Day Health Care	

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 Work for this Request

NHA desires to engage the services of a single firm to provide maintenance services for **thirty-five (35)** copiers listed on **Exhibit A** attached hereto and made a part hereof, located throughout San Diego County (the "Site Locations").

Vendor must be certified and authorized to work on Canon copier machines. Vendor may include in their response various options for equipment and labor warranty plans.

The Services must be performed in accordance with the specifications, terms and conditions of a written contract.

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:

- a completed and signed NHA Request Response Submittal Cover Sheet
- a 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
- a 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
- a detailed listing and description of experience, specialized training (including certification to service Canon equipment), and other information that demonstrates the Respondent's expertise and capacity to provide the Services specified in this Request
- information demonstrating the Respondent's commitment to equal opportunity, such as efforts related to workforce diversity or contracting
- any other relevant information that Respondent believes would assist NHA in evaluating the submittal
- W-9 Form

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; however the submittal also must be responsive to the Scope of Work described in this Request.

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 #2010-005
5660 Copley Drive
San Diego, CA 92111

Submittal Deadline. Submittals must be received by **4:00 pm (PST)** on **April 30, 2010**

Submittal Methods. Submittals may be sent by U.S. or private delivery mail service or by personal delivery to NHA's Administrative 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. Proposals received after the submittal deadline may be rejected.

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, in 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, in 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 – Copier Equipment & Site Locations***
- ***Exhibit B – NHA Request Response Submittal Cover Sheet***
- ***Exhibit C - Specimen Contract for Copier Maintenance Services***
- ***Exhibit D – Maintenance Agreement Price List***

EXHIBIT A

Serial Number	Model	Make	Meter	Equip. Address	Equip. Location	Annual Volume
KJG00632	IR3530 120V	Canon	B\W	5660 COPLEY DR. 2ND FLOOR NHA EARLY HEAD START, 841 S	AREA 1	48412
KJY00158	IR2830 120V	Canon	B\W	41ST ST (FRONT OFFICE) NHA EARLY HEAD START, 841 S	AREA 3	35711
MND04319	IR105	Canon	B\W	41ST ST (FRONT OFFICE) ALTADENA EARLY HEAD START,	AREA 3	197808
KJY00160	IR2830 120V	Canon	B\W	3778 ALTADENA AVENUE	ALTADENA	80561
KJG03795	IR3530 120V	Canon	B\W	72500 ECKSTROM AVE	BALBOA LUTHERAN	75998
KJY00238	IR2830 120V	Canon	B\W	7250 ECKSTROM AVE	BALBOA LUTHERAN	64961
KBM00228	IR2870 120V	Canon	B\W	766 28TH ST NHA EARLY HEAD START, 841 S	NEW LIFE	86814
NSN19925	IR6000	Canon	B\W	41ST ST (FRONT OFFICE)	AREA 3	246012
KJY00187	IR2830 120V	Canon	B\W	1601 B STREET CLAIREMONT HEAD START, 4271	CITY COLLEGE	33670
KJG00634	IR3530 120V	Canon	B\W	CLAIREMONT MESA BLVD, FRONT OFC	CLAIREMONT MESA	27950
MPL77502	IR5000	Canon	B\W	4680 MARKET STREET B-11	AREA 2	14871
NSN20123	IR6000	Canon	B\W	4680 MARKET STREET B-11	AREA 2	82745
KFV00645	IR3570	Canon	B\W	4343 OCEANVIEW BLVD	ECC	18499
KJY00156	IR2830 120V	Canon	B\W	210 SOUTH EUCLID AVE (OFFICE) HOME AVE HEAD START 4111	EUCLID AVENUE	38272
KJG00611	IR3530 120V	Canon	B\W	HOME AVENUE, SUITE F JACKIE ROBINSON EARLY HEAD START, 151 NORTH YMCA WAY	HOME AVENUE	123357
KFV00828	IR3570	Canon	B\W	(OFFICE) 3550 ALTADENA AVE, HEAD START	JACKIE ROBINSON	62010
KJG00615	IR3530 120V	Canon	B\W	OFFICE KAREN LOVE EARLY HEAD START	JOHN MARSHALL	164658
KJY00240	IR2830 120V	Canon	B\W	2062 DRESCHER ST (OFFICE) NHA LOGAN EARLY HEAD START,	KAREN LOVE	90948
KJG03476	IR3530 120V	Canon	B\W	4890 LOGAN AVE, OFFICE 2 LOMA PORTAL EARLY HEAD START,	LOGAN AVENUE	86190
KJG00640	IR3530 120V	Canon	B\W	2905 CADIZ STREET NHA MCGILL SCHOOL OF SUCCESS,	LOMA PORTAL MCGILL SCHOOL OF	59124
KBM00194	IR2870 120V	Canon	B\W	3025 FIR ST, DOWNSTAIRS NHA MCGILL SCHOOL OF SUCCESS,	SUCCESS MCGILL SCHOOL OF	188851
NSN20000	IR6000	Canon	B\W	3025 FIR ST, DOWNSTAIRS NHA MERCADO EARLY HEAD START, 2001 NEWTON AVE	SUCCESS	117091
KJY00271	IR2830 120V	Canon	B\W	(OFFICE) MILLER HEAD START, 4343 SHIELDS	MERCADO	69199
MPH76815	IR3300	Canon	B\W	STREET	MILLER NHA ADMINISTRATIVE	61633
MPL77332	IR5000	Canon	B\W	5660 COPLEY DR. 2ND FLOOR NORTH PARK EARLY HEAD START, 2717 UNIVERSITY AVE (OFC UPR	OFFICES	109538
KFV00817	IR3570	Canon	B\W	FLR) O'FARRELL EARLY HEAD START,	NORTH PARK	48087
KJY00261	IR2830 120V	Canon	B\W	6130 SKYLINE DR (BLUE BLDG) FIRST STEP EARLY HEAD START,	OFARRELL	57291
NSN19751	IR6000	Canon	B\W	804 SAN PASQUAL ST (2ND OFC) 1ST THINGS 1ST HEAD START, 6060	FIRST STEP	77090
KJC14050	IR2230	Canon	B\W	UNIVERSITY AVE NHA SKILLS CENTER OF AMERICA,	SIGNA WAREHOUSE	39195
KJG00546	IR3530 120V	Canon	B\W	6285 UNIVERSITY AVE	SKILL CENTER	94822
MQU12987	IR2000	Canon	B\W	4305 UNIVERSITY AVE SUITE 107 WEBSTER EARLY HEAD START 2930	URBAN VILLAGE II	11882
KJG00641	IR3530 120V	Canon	B\W	MARCY AVENUE (MAIN OFFICE)	WEBSTER	118105

**Black & White
Volume**

2631355

MNF08538	IR7200	Canon	B/W	5660 COPLEY DR. PRINT SHOP	NHA - PRINT SHOP	946686
MND04084	IR105	Canon	B/W	5660 COPLEY DR. PRINT SHOP	NHA - PRINT SHOP	463827
					Black & White Volume	1410513
JNC00336	IRC3220	Canon	Color	5660 COPLEY DR. PRINT SHOP	NHA - PRINT SHOP Color Volume	252733



Neighborhood House Association

EXHIBIT B

CHAIRPERSON
W. Harold Tuck

PRESIDENT & CEO
Rudolph A. Johnson III

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 Work without restriction for the time period July 1, 2010 through June 30, 2013 for a stipulated sum of \$_____.

Respondent Name (Please Print) _____ Business Address: _____
[] Proprietorship [] Partnership [] Corporation [] LLC [] LLP FEIN # _____

If Partnership, list all general partner(s) _____

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

Primary contact for the Request Process _____

Title _____ Phone _____ Fax _____ Email _____

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

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

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

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

State Business License: _____

State Contractors License (where applicable) _____

CERTIFICATION

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

Date: _____

Signature

Type or Print Name

Title



Neighborhood House Association

EXHIBIT C
SPECIMEN CONTRACT

5660 Copley Drive • San Diego, CA 92111 • Voice (858) 715-2642 • Fax (858) 715-2670

CHAIRPERSON
W. Harold Tuck

PRESIDENT and CEO
Rudolph A. Johnson, III

Contract # _____

STANDARD VENDOR'S AGREEMENT
(Copier Maintenance Services)

This agreement is entered into effective July 1, 2010 ("Agreement"), by and between The Neighborhood House Association ("NHA"), a California non-profit, public benefit corporation with primary offices located at 5660 Copley Drive, San Diego, California 92111 and _____, a _____, with primary offices located at _____ ("Vendor").

RECITALS

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

Vendor agrees to provide maintenance services for the copier equipment and site locations listed in Exhibit A as follows:

- 1.1** Products and Services Vendor agrees to provide NHA with quality and responsive copier services including a scheduled maintenance plan, repair service and copier products. Vendor will supply OEM Canon toner and parts only.
- 1.2.** Delivery and Inventory Vendor agrees to deliver toner, parts and staples to each NHA site location, after placement of an order. Vendor will provide storage for up to **xx** surplus NHA copiers free of charge.
- 1.3** Delivery Time Vendor must be able to complete delivery of toner and staples to site locations within a 24 hour time period if requested by NHA.
- 1.4** Repair Service Vendor must be able to service copier equipment within a 24 hour time period after request by NHA. In the event of equipment breakdown,

vendor will provide temporary machines to site locations within 24 hours of equipment failure at no charge.

- 1.5 Warranty Vendor will provide a 90 day warranty (to be determined).
- 1.6 Supplies Vendor will supply toner, staples and all parts needed to perform maintenance on all copier equipment.
- 1.7 Shipping & Handling All shipping and handling costs associated with the delivery of supplies, toner and parts for copier equipment will be paid for by the vendor.

SECTION 2. TERM.

The Term of this Agreement shall be from July 1, 2010 through June 30, 2013 unless sooner terminated as provided herein.

SECTION 3. PRICES, COMPENSATION AND PAYMENT

3.1 Prices. The prices charged by Vendor for the Products and Services shall be as listed on **Exhibit B**, attached hereto and made a part hereof, (“Price List”). Such prices shall remain fixed for the initial Term of this Agreement. Prior to commencement of this Agreement, Vendor shall provide a current Price List which shall include the size, weight, quantity, price and any service charges on all items delivered to NHA. In the event Vendor proposes to increase any price, after the initial Term, 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.

3.2 Method of Payment. Payment to the Vendor shall be based on the approved maintenance plan and the actual quantity of Product delivered and accepted by each Site Location. Vendor shall submit invoices on a monthly basis referencing Contract No. __, and separately identifying the quantity of Product delivered and accepted at each Site Location. NHA will remit payment to the Vendor within 30 days of receipt of the approved invoice.

Vendor shall submit duplicate invoices to:
Neighborhood House Association
Attn: Purchasing
5660 Copley Drive, San Diego, CA 92111

3.3 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 4. PERFORMANCE STANDARDS

4.1 Assurances. The additional Assurances governing agreements between NHA and Vendor are listed on Exhibit C, 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.

4.2 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.

4.3 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.

4.4 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.

SECTION 5. INDEMNIFICATION; INSURANCE; BOND.

5.1 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.

5.2 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.

5.3 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 ONE MILLION DOLLARS (\$1,000,000.00). Such insurance shall waive any right of subrogation against NHA;

5.4 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

5.5 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;

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

5.7 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:

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.

6.0 TERMINATION. This Agreement shall automatically expire on **June 30, 2013**, unless terminated earlier as provided below.

6.1 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.

6.2 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 7. GENERAL PROVISIONS

7.1 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.

7.2 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).

7.3 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 [REDACTED]. NHA's Project Manager shall be [REDACTED]. All submittals required of Vendor shall be delivered to NHA's Project Manager. NHA's Project Manager may not: (a) award, renew, terminate or cancel this Agreement; (b) agree to, or sign any modifications to this Agreement; (c) obligate NHA for work or services outside the scope of this Agreement; or (d) negotiate changes in price or cost of Services provided by NHA.

7.4 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:

President & CEO
Neighborhood House Association
5660 Copley Drive
San Diego, California 92111

with copy to:

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

or to Vendor addressed:

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, including Exhibits A, B and C, to be signed in their names and on their behalf by the duly authorized representatives.

VENDOR

The Neighborhood House Association

By _____

By _____

Rudolph A. Johnson, III

Its: Title

Its: President and CEO

Date:

Date:

Approved as to form and legality:

Dwight D. Smith
Vice President, General Counsel
Neighborhood House Association

EXHIBIT "D"
Maintenance Agreement Price List

[TO BE PROVIDED BY VENDOR]

EXHIBIT "C"
ADDITIONAL ASSURANCES

The Vendor hereby assures and certifies that Vendor 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. Also the Vendor assures and certifies to NEIGHBORHOOD HOUSE ASSOCIATION that:

1. It possesses legal authority to enter into this Agreement; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the execution of the Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the vendor to act in connection with the Agreement and to provide such additional information as may be required.
2. It will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."
3. Contractor and each Subcontractor, if any, shall fully comply with 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.
4. It 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").
5. Construction contracts awarded of more than \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7) and as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor standards provisions applicable to contracts governing federally financed and assisted construction").
6. It 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.
7. Contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts involving the employment of mechanics or laborers shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5).
8. It 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.
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.