

Neighborhood House Association



CHAIRPERSON  
Vic Baker

PRESIDENT & CEO  
Rudolph A. Johnson III

**REQUEST FOR PROPOSALS**

to provide

***Playground Construction  
Chollas View Head Start***

Request # 2013-0001

**Issue Date:** December 13, 2013

**Response Due Date:** January 20, 2014

**Purchasing Agent:** Jerome Gissendanner 858.715.2642 ext.183

**Request**

Neighborhood House Association (NHA) is requesting Proposals for Construction/Installation of a play structure and shade at Chollas View Head Start (918 N 47<sup>th</sup> Street San Diego, CA.) 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 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 Nutrition Center
• Adult Day Health Care	• Project In-Reach

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 (Contractor) located within, or with easy access to, the San Diego County area to furnish and to install play structure at aforementioned Head Start Site. Details of work being requested are in **Exhibit A** (scope of work).

The Contractor selected to provide these services must meet the requirements outlined in the **Response Submittal Procedures** on page 4 of this Request. **The Services must be performed in accordance with the specifications, terms and conditions of a written contract.** A specimen of NHA's standard contract terms and conditions is attached to this Request, **Exhibit C.**

The projected start date for work on this project is April 1, 2014

## 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 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 in 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:

- Completed and signed NHA Request Response Submittal Form **EXHIBIT B** attached hereto.
- 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
- 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. Respondent must clearly identify any business relationship the Respondent believes may give rise to a conflict of interest if selected to provide the Services in this Request
- 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
- Information demonstrating the Respondent's commitment to equal opportunity, such as efforts related to workforce diversity or contracting
- Other relevant information that Respondent believes would assist NHA in evaluating the 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; 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 unread.***

## Response Submittal Procedures

### 1.1 SUBMITTALS

- 1.1.1 Product Data: The Contractor shall submit within (20) calendar days after receipt of "Notice of Award" complete sets of material and equipment submittals, including;
- 1.1.2 Playground manufacturer and manufacturer's representatives's name(s) business address(es), phone number and address work or questions.
- 1.1.3 Plan view drawings and three-dimensional renderings with model numbers, descriptive labels (including component names), deck heights, notations of compliance with above guidelines.
- 1.1.4 Detailed component list with numbers and catalog description.
- 1.1.5 Color Chart, Drawings and 3-D rendering(s) should include recommended colors of available colors if different than section 2.2
- 1.1.6 Written material specifications for all components.
- 1.1.7 Drawings for any safety, age appropriate signage or warning sign(s) and method of installation or application to structure, playground equipment or modular unit (s).
- 1.1.8 Copy of manufacturer's warranty in certificate format.
- 1.1.9 IPEMA certification from IPEMA website.
- 1.1.10 Approval of the submittals shall be the Contractor's authorization to order the required material and equipment. There will be no deviation from the approved submittals without written authorization of the NHA's representative.

### 1.2 PRODUCTS

- 1.2.1 Products: The layout shown in the plan view is based upon equipment and measurements from the Contractor or their representative(s). All dimensions, surrounding obstructions, etc. shall be responsibility of the Contractor or their representative to take into consideration when designing and setting equipment. Reasonable variations in size/height (no more than +/- 10% and manufacturer's standard colors may be allowed at NHA's direction. Color schemes are to match as closely as possible to the originally specified colors. Play value and safety features of components must be equal or superior to specified design as judged by NHA's representative.

1.2.2 Modifications: Any expense of modification, adjustment or revision required to ensure compliance or furnished equipment to specified equipment and playground design shall be the sole expense and responsibility of the Contractor.

### **1.3 PLAYGROUND SAFETY STANDARDS AND QUALITY ASSURANCE**

1.3.1 All Products shall bear the certification seal of the International Play Equipment Manufacturers Association (IPEMA). All designs shall meet or exceed the American with Disabilities Act (ADA) "Final Accessibility Guidelines for Play Areas" regulations as published on October 18, 2000.

### **1.4 WARRANTY/GUARANTEE**

1.4.1 The equipment manufacturer shall warranty material and workmanship against defects, from the date of manufacturer's final invoice, for the period of time as follows:

1.4.2 **LIMITED LIFETIME WARRANTY** on all aluminum deck posts, steel deck posts, clamping/fastening system, and associated fastening hardware against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.

1.4.3 **LIMITED FIFTEEN (15) YEAR WARRANTY** on steel or composite support legs against structural failure caused by corrosion, defective materials or defective workmanship.

1.4.4 **LIMITED TEN (10) YEAR WARRANTY** on all steel or composite playground components including railings, climbers, rugs, steps against structural failure caused by corrosion or deterioration from exposure to weather, or by defective materials or defective workmanship.

1.4.5 **LIMITED TWO (2) YEAR WARRANTY** on main support and deck materials, play planet fasteners, clamp nuts and bolts, surfacing products and materials against structural failure caused by corrosion, defective materials or defective workmanship.

1.4.6 **LIMITED ONE (1) YEAR WARRANTY** on all products not listed above against structural failure caused by defective materials or defective workmanship.

1.4.7 Repaired or replacement part(s) are only warranted for the balance of the original limited warranty.

1.4.8 These limited warranties do not include fading of colors, damage due to excessive wear and tear, vandalism, or negligence. These warranties are valid only if products are installed according to manufacturer's installation instructions.

1.4.9 The Contractor shall guarantee installation workmanship for a period of one (1) year from the date of Substantial Completion of the Project. The Contractor shall be responsible for coordinating, manufacturer material warranty items with the manufacturer/distributor and for the installation of replacement material(s) at no additional cost to NHA.

1.4.10 Provide copy of Contractor's installation warranty on company letterhead and dated.

### **PART 2 MATERIALS**

2.1.1 **COLOR SCHEDULES:** Submit color schedules with estimate centering around forest green and beige tones for the majority of parts.

## **2.1.2 SPECIFICATIONS/COMPONENTS**

**2.1.3 DOCUMENTATION:** The following documents will be provided prior to final acceptance of equipment: Printed installation instructions, written in English, shall be provided by the manufacturer, and shall include detailed, scaled views, elevations, and footing drawings where applicable, as well as sequential assembly instructions to assure proper installation of the playground equipment, structure or modular unit(s).

Equipment must be installed by a manufacturer-certified installer and must be installed in accordance with the manufacturer's installation instructions. Installation crew leader must be CPSI-certified. If not installed by manufacturer-certified installer, the equipment shall be inspected after installation by a CPSI not employed by the installer and signed off by said CPSI before the playground is opened for first use by NHA.

A comprehensive maintenance kit by the manufacturer shall be provided and shall include an inspection checklist for each component of the playground equipment, recommended maintenance with frequency interval for each playground component, replacement parts list for each component with part number, a rendering of each component for the maintenance record book with its own divider and recommended maintenance checklist, and a binder clearly labeled, "Playground Equipment Maintenance Records".

Contractor shall provide NHA with one copy of the complete manufacturer's installation instructions and maintenance kit if provided. It is the Contractor's responsibility to secure the installation instructions from the installer.

**CLEAN-UP:** The site shall be kept clean and free of tools, trash, debris and installation materials on a daily basis. Materials may be stored on site during installation with appropriate protective measures and approval by NHA's representative.

### **Playground Specifications:**

**The playgrounds will conform to and meet the following guidelines:**

ASTM 1292 – impact Attenuation of Safety Surfaces.

ASTM F 1487-01 – Safety Performances Specifications for Playground Equipment for Public Use.

ASTM F2223-04 – STDS on Playground Equipment

ASTM F2373 – STDS CSPA For Public use Play Equipment for children (6) six months to (25) twenty-five months.

ASTM 1951 – Method of Test Accessibility of Safety Surfacing for Playgrounds.

CPSC Publication 325 – Handbook for Public Playground Safety.  
The installing Contractor must be certified by the National Playground Safety Institute and have a current California State General Contractors License A or B and a certification (D-34) for playground installation.

Play structures must be age appropriate with the proper signage affixed

Unless noted playgrounds will have three (3) distinct surfaces including an approved safety surface under the structure.

Approved fencing and gates without altering the natural grade of the area.

All products shall bear the certification seal of international Play Equipment Manufacturers Association (IPEMA) and shall meet or exceed ADA “Final Accessibility Guidelines for Play Area”.

If awarded contract exceeds \$100,000, a performance/Payment equal to the Value of the contract must be in force prior to work commencement.

A copy of current certifications/licenses must be submitted with proposal(s).

In order to ensure a consistency in the interruption of the scope of work, NHA will schedule site visits where all prospective vendors will be able to view, clarify any issues and receive site-specific instructions at the same time. It will be the responsibility of the each prospective vendor to supply a detailed and dimensioned drawing depicting the following with their proposals:

Layout and description of all specific items in plan.

- Safety Zones clearly defined.
- Fencing and gates.
- ADA egresses.
- All products and installation warranties noted.

*Clarifications.* Requests for clarification of this Request must be directed to Jerome Gissendanner, Purchasing Agent and submitted in writing, by facsimile to 858-715-2671 or by E-mail to [jerome@neighborhoodhouse.org](mailto:jerome@neighborhoodhouse.org) prior to the submittal deadline. All questions must be submitted in writing by January 10, 2014 at 5:00 p.m.

*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
- Three (3) copies of the proposal (bid)
- W-9 Form

The envelope must be addressed as follows:

Neighborhood House Association  
Attn: Jerome Gissendanner, Purchasing Agent  
Procurement Division – Request # 2013-001  
5660 Copley Drive  
San Diego, CA 92111

*Submittal Deadline.* Submittals must be received by **4:00 pm (PST)** on January 20 2014.

*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 Form 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, 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, at its sole discretion, to award contracts to multiple contractors. NHA further reserves the right, at 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 - Scope of Work***
- ***EXHIBIT B - NHA Request Response Submittal Form***
- ***EXHIBIT C- Specimen Contract (Standard Vendor's Agreement)***

## EXHIBIT A

### SCOPE OF WORK

#### **Chollas View Head Start Modify Play Area**

**Project Goal:** Remove existing play structure, Install new play structure, PIP surfacing and install shade structure over play structure.

Tasks for project

1. All work is to be prevailing wages.
2. Removals in play area areas:
  - a. Small play structure.
  - b. PIP fall zone around play structure.
3. Install play structure to fit within 27 ft. X 36 ft. 6 in. that includes required fall zone.
4. Provide concrete edge around PIP surfacing if in dirt or asphalt. Must be level with asphalt or dirt surface so as not to create a trip hazard.
5. Provide and install PIP surfacing for required fall zone of play structure. Color 505, black 50%. Sample of proposed Pip surface to be submitted with bid.
6. **MUST PROVIDE MANUFACTURER'S DOCUMENTATION THAT SURFACING COMPLIES WITH FALL ZONE REQUIREMENTS** when installed.
7. Blend new PIP surfacing with existing PIP surfacing around fire truck.
8. Install maximum 20 ft. X 30 ft. shade structure over play structure.

#### Specifications for Shade Structure

- Size: maximum 20 ft. X 30 ft. X 8 ft.
- Materials; metal posts and beams, fabric shade material
- Installation; in ground, four corner posts, requires holes through concrete /asphalt. Requires site inspection.
- Color; standard beige/tan posts with dark green cover.

Padded Post bumpers required on supports for the shade

9. Padded Post bumpers required on supports for the shade structure. Canvas construction, 4 feet in height.

**EXHIBIT B**

**Neighborhood House Association**

CHAIRPERSON  
Vic Baker

PRESIDENT & CEO  
Rudolph A. Johnson III

**REQUEST RESPONSE SUBMITTAL FORM**

**NHA Request # 2013-001**

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 April 1 through June 30, 2014 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

**EXHIBIT C**

**SPECIMEN CONTRACT**

**Neighborhood House Association**

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

CHAIRPERSON  
Vic Baker

PRESIDENT and CEO  
Rudolph A. Johnson, III

Contract # \_\_\_\_\_

**STANDARD VENDOR'S AGREEMENT**

This agreement is entered into effective \_\_\_\_\_ (“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”).

**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 WORK**

**SECTION 2. TERM.** The initial Term of this Agreement shall be from \_\_\_\_\_ through **June 30, 2010**, unless sooner terminated as provided herein. If determined as necessary by NHA, NHA shall give Vendor written notice of its intent to extend the Agreement, not less than thirty (30) days prior to expiration.

**SECTION 3. PRICES, COMPENSATION AND PAYMENT**

**3.1 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. NHA will provide Vendor with a Purchase Order as the method of payment. Vendor is not allowed to process any orders without an approved Purchase Order from NHA. 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:  
**Neighborhood House Association**  
**Attn: Purchasing Department**  
**5660 Copley Drive, San Diego, CA 92111**

**3.2 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 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. When performing the Work, all employees of Vendor shall wear uniforms that bear the company name and/or logo.

**4.3 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.

**4.4 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.

**4.5 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.

**5.0 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.

**6.0 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 ONE MILLION DOLLARS (\$1,000,000.00). 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:

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 June 30, 2013, unless terminated earlier as provided below.

**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 [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 or this Agreement; or (d) negotiate changes in price or cost of Services provided by NHA.

**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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:**

\_\_\_\_\_  
\_\_\_\_\_

**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.

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

**VENDOR**

**The Neighborhood House Association**

By \_\_\_\_\_

By \_\_\_\_\_

Its: Title

Rudolph A. Johnson, III

Date:

Its: President and CEO

Date:

Approved as to form and legality:

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

**APPENDIX**  
PRODUCTS PRICE LIST  
(As of December 1, 2013)

**[TO BE PROVIDED BY VENDOR]**

**APPENDIX III**  
**ADDITIONAL ASSURANCES**

The Contractor hereby assures and certifies that Contractor 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 Contractor 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 Contractor 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"). The Davis-Bacon Act applies to all construction and renovation work done over \$2,000. The term construction, prosecution, completion, or repair means all types of work done on a particular building or work at the site thereof, including, without limitation, altering, modeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site of the contractor or subcontractor.
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). This includes all laborers and mechanics employed by contractors and subcontractors working upon the site of the work. Contractors shall pay prevailing wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor. Wages must include fringe benefits. Laborers and mechanics must be paid weekly.

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.  
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. The Contractor understands that in submitting a proposal, it will be required to comply with the Wage Rate requirements under Section 1606 of the American Recovery and Reinvestment Act of 2009:

Contractors and subcontractors engaged to perform work on these projects must submit weekly copies of payrolls to NHA. Each payroll must be accompanied by a "Statement of Compliance." Payroll for the payroll period must contain the correct information required and must be complete. Partial Social Security Numbers and omission of home addresses are recommended for security of personal information. Each laborer or mechanic must be paid in full for the weekly wages earned. Each laborer or mechanic must not be paid less than the applicable prevailing wage rates and fringe benefits. This information may be faxed or mailed to NHA Procurement.

An authorized representative of NHA may visit the construction site and may audit compliance of this requirement.