



Request for Qualifications  
 "THE COURTS" Project, Oxnard  
 Las Cortes, Inc.  
 May 2010

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**Las Cortes, Inc.**

435 South D Street • Suite 103 • Oxnard, California 93030  
(805) 385-8016 • FAX (805) 385-7969

May 7, 2010

RE: Development Team Selection For "The Courts" Project, Oxnard

The Oxnard Housing Authority, working with the City of Oxnard, has identified a 29 acre site to redevelop in the City of Oxnard and are seeking a full service development entity as a "turnkey" developer to work in close partnership to fulfill the specific objectives envisioned for the project.

The attached Request For Qualifications (RFQ) outlines the specific objectives for the development, minimum and desired qualifications of the development team, the selection process for the turnkey developer, and lists the required documents for completion of the project.

The Oxnard Housing Authority seeks to select the turnkey developer through the RFQ process. Potential firms will submit their qualifications and fulfill all of the requirements of the attached RFQ. A selection committee will reduce the number of finalists to 3-5 firms. The selected firms will then prepare their detailed cost proposals. The City will then select the top rated firm and enter into competitive negotiations with the chosen firm.

It is anticipated that this process will require 90 days or more to complete.

The Project Manager representing the Oxnard Housing Authority is Larry White, Management Analyst III, 435 South "D" Street, Oxnard, CA, and can be reached at (805) 385-8235.

Attachments:

Request For Qualifications  
Data Disk (Pdf, Word, and Excel formats)

Approved by:

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Andres Herrera, Chairman

ATTACHMENT NO. 1  
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## INTRODUCTION

The Oxnard Housing Authority and Las Cortes, Inc. together as "Participants," seek a qualified development team to plan, design and construct 260 rental units to replace an equal number of public housing units presently on site to be demolished, and additional units of various housing types within a Specific Plan Area of 29 acres as the development site in Oxnard, California. The development team will work with the Participants and the community to deliver a high-quality apartment project that includes the apartment housing, a neighborhood center, and public park facilities.

This Request for Qualifications (RFQ) is intended to establish a "short list" of qualified development teams, from which to solicit further information or proposals, as set forth below in this RFQ.

The issuance of this RFQ, the evaluation of responses, the choice of a "short list" of qualified development teams, and a selection of a development team will place no obligations upon the Participants to enter into any contract for development of the project or to negotiate with any particular respondent. Participants may discontinue efforts to solicit qualified respondents and/or attempt to negotiate agreements with any or all respondents at any time.

## SITE DESCRIPTION

The project site is located east of Marquita Street and south of First Street west of Rose Avenue, south of Del Sol Park. An aerial photo showing the project site and surrounding properties is included in the materials available on the data disc supplied with this Request.

RFQ respondents should assume that the project site will include only the properties owned by the Oxnard Housing Authority and the soccer park now owned by the City of Oxnard, near its Service Center, located at 1500 East Colonia Road. The site is more fully described in the attachments, including the Planning and Zoning Permit No. 06-300-05 and Tentative Subdivision Map No. 5687.

## PROJECT BACKGROUND

### 1. Project Site

The site for the project is composed of 29 contiguous acres, which include 260 duplex, single story public housing units, associated open field recreational space and generous yard & landscape areas. A determination has been made by the Oxnard Housing Authority that the housing (HUD Project 31-1, "The Courts") should be demolished and redeveloped, including on-site replacement of the 260 dwellings comprising the current HUD project and replacement of all public utility and City infrastructure such as streets and roads, sewer, water, and storm conduits, electrical and gas distribution, parks, street lighting, fire hydrants and facilities. The United States Department of Housing and Urban Development (HUD) has approved the plan for demolition and disposition of the

existing housing, including anticipated augmentation of the Housing Authority's Section 8 budget authority to maintain the affordability of a comparable number of replacement units.

## **2. Feasibility**

The project has been reviewed by consultants for the Oxnard Housing Authority and private sector participants and the opinion has been formed previously that the currently-approved project was economically infeasible in July 2009, given the value of the site, available local, State, and federal financial resources, cost avoidance measures, and the availability of replacement housing Section 8 assistance. Lending conditions, available State subsidies, pricing levels of tax credits, and other factors have changed since that time.

## **3. Public Meetings**

Public hearings have been held during the initial site planning and public review process for the existing Specific Plan for the site (2004 – 2009). Although certain changes may be possible, it can be anticipated that more substantial changes may be advantageous. Such changes may require additional public consultation and public hearings, consistent with desires of Participants, and pursuant to the procedures of the City of Oxnard Planning and Development Services Department.

## **JOINT DEVELOPMENT GOALS OF OXNARD HOUSING DEPARTMENT AND LAS CORTES, INC.**

The overarching goals of the project are to:

1. Minimize any additional required City subsidy for the project.
2. Develop a unit mix of apartment sizes that equals or exceeds the number of bedroom types in the existing public housing to be demolished.
3. Create, protect and enhance residual cash flows to Participants from operation of the project.
4. Incorporate "green" building practices to the maximum extent feasible.
5. Provide high quality public space(s), neighborhood center, and spaces for provision of supportive housing services as appropriate.
6. Expeditiously move the project to construction and occupancy.

Participants desire a "turnkey" development process so that the Participants maintain fee ownership of the property and manage the completed project. Thus, an agreement that

allows development on the site but maintains the current ownership of the land may be more favorably considered.

The selected development team should be prepared to initiate and manage a process that allows ample opportunity for community participation and input prior to final approval.

## **DEVELOPMENT STANDARDS AND GUIDELINES**

### **General Plan**

The general plan designation will support a moderately-high density development proposal on the site, at approximately 20 dwellings per acre and potentially higher under State Density Bonus law, subject to utility and environmental limitations and mitigation measures. The City's General Plan was previously amended to support the currently-approved development of 262 replacement units, 80 new apartment units, and 160 ownership units.

### **Zoning Ordinance and Approval**

The Oxnard Zoning Ordinance controls issues of building heights, lot coverage, parking standards, required usable open space, and building types.

### **Specific Plan and Special Use Permit**

The Specific Plan approval for the currently-envisioned project is included in the reference materials provided upon request to participants.

## **PROGRAMMING ELEMENTS**

Although there is a fully approved development program for the site, respondents are encouraged to make proposals for modification of the existing approval or to consider alternatives that are economically superior under current conditions. The existing approvals include programming elements that are desired by the Participants. The final development program will be determined through discussions with the Participants' Boards and Staff and the public planning process. These elements should be taken into consideration as the respondents form teams:

1. Include a mix of public, neighborhood and residential uses on the site.
2. Provide project components that support a vibrant pedestrian- and transit-oriented development.
3. Provide a new neighborhood center and a feasible financing and develop an operations plan for on-going support for the services there.
4. Replace the existing 260 public housing dwellings on the site.

5. Maximize the affordable housing components.
6. Maximize project sustainability and green building components – achieve Leadership in Energy and Environmental Design (LEED) Gold certification as an example.
7. Provide the majority of parking spaces in garage spaces.
8. Provide attractive public open space(s) and private common area(s) for the residential units.
9. Consider opportunities to include ancillary uses, such as child care facilities, a bicycle station and/or lockers, public art, and other public amenities.

## **SUBMISSION REQUIREMENTS AND SELECTION PROCEDURES**

### **1. Submittal Instructions**

Interested parties shall prepare one (1) original and six (6) copies of the Response to the Request for Qualifications. The submittal should be organized following the Submission Requirements section headings noted below, and include at least the requested information. Participants reserve the right to request additional information during the RFQ period, after notification of all registered respondents.

Responses to this RFQ must be submitted in person or by USPS or Delivery Services no later than **4:00 p.m. on July 19, 2010**. Responses shall be submitted to:

Oxnard Housing Authority  
Attn: Larry White  
435 South "D" Street  
Oxnard, CA 93030

A pre-submittal conference will be held on Friday, June 12, 2010, at 9:30 a.m. in the Public Meeting Room, at 435 South "D" Street in Oxnard, California. Development teams are encouraged to visit the project site prior to the pre-submittal conference.

Questions or clarifications concerning the RFQ should be directed to Frank Thompson, Housing Consultant, at (805) 957-1301, or at [ThompsonHC@aol.com](mailto:ThompsonHC@aol.com).

### **2. Submission Requirements**

Each development team's response to the RFQ shall include:

#### **a) Cover Letter**

The submission must contain a cover letter signed by the development team representative who is authorized to represent and negotiate on behalf of the development entity. The letter should state the legal name and form of the development entity, and provide the mailing address, phone and fax number, and e-mail address of the team's representative. The letter should state the best method of contact.

**b) Description of Team Members**

The submission should identify and describe key members of the team that would be involved in the implementation of the project, e.g., developer, design team, leasing consultant, financial partners and other team members important to the team's approach. At a minimum, please provide:

1. The name of the team representative who has the authority to represent and make legally binding commitments on behalf of the development entity, and be ultimately responsible for negotiating the terms of the agreement with the Participants.
2. The project manager's name, if different from above.
3. Names of all officers, partners or owners of the development entity by name, title and percentage ownership. Specify connections, affiliations, and financial interests of all active, investor, and beneficial partners and affiliations of the development entity.
4. Names, addresses, telephone numbers, fax numbers and e-mail addresses of all team members.
5. Resumes and/or descriptions of the qualifications of key personnel from each team member and Board Members of Corporate Entities.
6. Organizational chart indicating legal and managerial relationships among team members, proposed management structure, and role of each individual on the development team.
7. A list of any lawsuit or litigation and the result of that action resulting from: (a) any public project undertaken by the Developer or by its subcontractors where litigation is still pending or has occurred within the last five years, or; (b) any type of project where claims or settlements were paid by the Developer or its insurers within the last five years.

**c) Examples of Successful Projects**

The submission should describe the development team's qualifications and experience with the development of high-quality mixed-use projects, preferably low income housing

tax credit, tax exempt bond and/or joint development projects. For each project please include (as applicable):

1. A description of the project including location and land uses by square feet, the number, type and distribution of housing units (for-sale, rental, market-rate, affordable), and total project cost. Specify the sources of funding and contact information for each source.
2. Roles of the team members.
3. Graphics showing the site plans, building elevations and drawings, and photos of completed projects.
4. Financing structure of the project, including amount and source of equity, and a description of how critical issues were resolved during the negotiation process.
5. Evidence of lease-up and/or product sales schedules.
6. Project and property management.
7. Examples of successful ground leases.
8. Examples of successful public involvement processes, including the role of the team members and a description of the process and results.
9. Examples of use of "green" building methods.
10. Evidence of experience with creative financing of affordable housing.
11. References from public agencies and other entities who partnered with the developer in a joint development process.
12. Identification of major changes or change orders in the examples listed above.

**d) Evidence of Financial Capacity**

The submittal should provide firm evidence that the development team has the financial capacity to carry out the project, including but not limited to audited financial statements for the past three years, evidence of bonding capacity for payment and performance bonds in the amount of 100% of project costs, and any additional evidence demonstrating financial ability to undertake the project. The development entity and all beneficial owners will be required to sign credit release forms for the purpose of reviewing credit ratings and background materials from Dunn and Bradstreet and other public sources. It is recommended that the development team have available and demonstrate the availability of \$10 million of liquid net worth, or more, to invest in project costs or pledge for the benefit of construction lenders for the project.

e) **References**

The respondent shall submit at least 4 references from public agencies with whom it has worked on similar projects.

**3. Proposal Evaluation and Award**

The submittals will be reviewed by the selection committee, which will be comprised of staff members of the Participants. The most qualified development teams will be contacted. The Participants will either conduct interviews or solicit further written information. The participants will choose top candidates from whom to solicit more specific proposals for the Project, or will commence negotiations with one of the top candidates.

**Selection Criteria**

The following criteria will be used to evaluate the development team's qualifications (in no particular order):

- Strength of the development team as demonstrated in designing and implementing attractive and financially successful projects, including design elements desired at the site.
- Financial capacity.
- Demonstrated ability to deliver, operate, and maintain projects with high-quality design.
- Low Income Housing Tax Credit and Tax Exempt Bond experience.
- Joint development experience.
- Experience with urban mixed-use projects.
- Experience with the City of Oxnard design review and entitlement processes, or plans to efficiently participate in these processes.
- Ability to maintain a development schedule and budget.
- Experience with "green" building methods.
- Property management experience.
- Tenant relocation experience under the federal Uniform Relocation Act and State relocation laws.

Experience and success of public involvement.

#### **4. Schedule**

The timeline for selecting a development team for the project is as follows:

Pre-submittal Conference	June 19, 2010
Statement of Qualifications Due	July 19, 2010
Developer Short-List Notification	July 29, 2010
Developer Final Proposals Due	September 15, 2010
Final Developer Selection	September 30, 2010

#### **5. Equal Opportunity Statement**

Participants are committed to nondiscrimination and equal opportunity in all contracting and purchasing opportunities. The policy and intent of the Participants is to provide equal opportunity for all persons regardless of race, color, religion, national origin, marital status, political affiliation, sexual orientation or gender identity, status with regard to public assistance, disability, sex, or age.

#### **6. Disclaimer**

This RFQ does not represent a commitment or offer by the Participants to enter into an agreement with a developer or to pay any costs incurred in the preparation of a response to this request. The submitted responses, and any information made a part of the responses, will not be returned. Participants have sole discretion and reserve the right to reject any and all responses received with respect to this RFQ and to cancel the RFQ at any time prior to entering into a formal agreement. Responses to the Request for Qualifications and all material contained in the responses is subject to the California Public Records Act.

#### **7. Required Federal, State, and Local Provisions**

Required attachments for the Development Agreement for the selected Respondent as Master Developer, and form of bid bond, insurance coverages, terms and conditions of subcontracts and subcontractor solicitation, and required State and federal assurances are included with this Request for Qualifications. Although some of the documents in this package may be replaced with equivalent forms of documents by negotiation, and the levels of bonding and assurance may be adjusted through negotiation, respondents are advised that the development project has been determined to be covered by both federal

restrictions, including Section 3 Compliance and Resident Participation. Federal Overlay requirements, due to the Demolition/Disposition process, as well as Project Based Section 8 assistance, and by State provisions due to anticipated City and Oxnard Housing Authority ownership and assistance. All relocation activities for the project will also be strictly governed by state and federal provisions, including the Uniform Relocation Act of 1970, as amended.

**8. Attachments:**

A data disc has been prepared and included with this Request for Qualifications that includes drawings for the currently-approved apartment structures for the 262 unit low income housing replacement project.

**U.S. Department of Housing and  
Urban Development**  
Office of Public and Indian Housing

**Instructions to Bidders for Contracts  
Public and Indian Housing Programs**

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

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### 1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the General Conditions of the Contract for Construction). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation

### 2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

### 3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

### 4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

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## 5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression)

that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

## 6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

## 7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

## 8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, except other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

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(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as non-responsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

**9. Bid Guarantee** (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

**10. Assurance of Completion**

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede

effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

**11. Preconstruction Conference** (applicable to construction contracts) After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a pre-construction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

**12. Indian Preference Requirements** (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and re-advertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as non-responsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as non-responsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [ ] does [ ] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders  
Public and Indian Housing Programs**

HUD-5369-A (11/92)

Previous edition is obsolete

ATTACHMENT NO. 1  
PAGE 18 OF 24

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

\_\_\_\_\_ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (a) Applicable to contracts for construction and equipment exceeding \$50,000

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid non-responsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [x] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans [ ] Asian Pacific Americans

[ ] Hispanic Americans [ ] Asian Indian Americans

[ ] Native Americans [ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation

(applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority) The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise.

"Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned.

"Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Non-segregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

Previous edition is obsolete  
A Certification of Non-segregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted

either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid non-responsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"

[ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)  
(Company Address)

FORM OF BID

To: (Selected Master Developer)

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications (including but not limited to Invitation to Bid, Instructions to Bidder, Representations, Certifications, and Other Statements of Bidders, this Bid, Bid Bond, Non-Collusive Affidavit, Contract, Performance and Payment Bond, General Conditions, Non-Federal Legal Provisions, Special Condition, Prevailing Wages, Technical Specifications, Construction Drawings, and Addenda, if any thereto), prepared by (Project Architect and Design Engineers) and the (Selected Master Developer) and on file in the Office of the (Selected Master Developer), hereby proposes to furnish all labor, materials, equipment and services required to complete the \_\_\_\_\_, Oxnard, California, for the (Selected Master Developer) for the sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_);

2. In submitting this bid, it is understood that the right is reserved by the (Selected Master Developer) to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, faxed, or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for his/her signature.

3. Security in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), in the form of \_\_\_\_\_ is submitted herewith in accordance with the Specifications.

4. Attached hereto is an affidavit in proof that the undersigned had not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

5. The bidder represents that s(he) ( ) has, ( ) has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause prescribed by Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that s(he) ( ) has, ( ) has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

6. Certification of Non-segregated Facilities. By signing this bid, the bidder certifies that s(he) does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that s(he) does not permit his/her employees to perform their services at any location, under his control, where segregated facilities are maintained. (S)He certifies further that (s)he will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that (s)he will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. (S)He further agrees that (except where (s)he has obtained identical certifications from proposed subcontractors for specific time periods), (s)he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that (s)he will retain such certifications in his/her files, and that (s)he will forward a notice to his proposed subcontractors as provided in the Instructions to Bidders.

#### Identification of Subcontractors

Any person making a bid shall, in his/her bid, set forth the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction, or a subcontractor licensed by the State of California who under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1% of the prime contractor's total bid, and the portion of the work which will be done by each subcontractor. Only one subcontractor shall be listed for each portion. The successful bidder is generally not permitted to substitute subcontractors for those listed below, and then only with the expressed written consent of the originally listed subcontractor and (Selected Master Developer).

As shown on Data Disk:

Appraisal	March 2004	D. Kimura
Tentative Tract Map #5687	October, 2006	Hunsaker
Specific Plans	May 2008	RGP
Phase One Environmental	December, 2005	Pinnacle Environ.
Market Study	December, 2005	Market Profiles
Geotechnical Investigation	August, 2006	LGC
Prel. Sewer System Rpt.	November, 2006	Hunsaker
Tree Report and Appraisal	March, 2006	Peter Bogue Designs
Prel. Hydrology Analysis	May, 2006	Hunsaker
Acoustical Assessment	July, 2006	Dudek
ALTA Survey	February, 2006	Hunsaker
Phase One Supplement	May, 2006	West Coast Envir.
Traffic Impact Study	March, 2006	AllianceJB
Traffic Impact Addendum	November, 2006	AllianceJB
Geotechnical Recommend.	February, 2006	LGC
Neighborhood Center Model	May, 2007	TCA
Demolition Exhibit	September, 2009	Hunsaker
Rough Grading Plan	September, 2009	Hunsaker
Phasing and Schedule	September, 2009	Files
TTM 5687 Sub Conform	September, 2009	Hunsaker