



SAN DIEGO
HOUSING
COMMISSION

San Diego Housing Commission Request for Proposals (RFP)

Description:

**Potential Real Estate
Development: Property on the
corner of Famosa and Nimitz
Boulevards (Site 428)**

Release Date: August 29, 2019

Due: November 21, 2019

RFP#: RED-20-01

San Diego Housing Commission
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San Diego, CA 92101
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www.sdhc.org



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I. EXECUTIVE SUMMARY

Site 428: RFP Executive Summary

INTRODUCTION

Development teams experienced in high-quality, affordable rental housing are invited to submit proposals for potential development of approximately 5.61 acres, designated Site 428, on the southeast corner of Famosa Boulevard and Nimitz Boulevard in zones RM-2-5 and RM-3-7 (Site). The Site is located within the Peninsula Community Planning Area.



The Project must comply with the standards of architecture, materials and construction established by City of San Diego (City) code, the Peninsula Community Plan, the Local Coastal Program Land Use Plan and in compliance with the Coastal Height Limit Overlay Zone and the Airport Approach Overlay Zone.

Through this Request for Proposals (RFP), the San

Diego Housing Commission (SDHC) solicits proposals from developers that have demonstrable experience and capacity to undertake the development of Site 428 as determined by SDHC, in its sole discretion.

BACKGROUND

The City of San Diego first acquired a portion of the Site in June 1874 as part of a larger land acquisition for park purposes. In June 1956, via resolution #6906, the park dedication was rescinded. On July 6, 1981, the San Diego City Council sold Site 428 to the Housing Authority of the City of San Diego (Housing Authority) via resolution #254594, which specified the property shall be used for approximately 78 low-income rental apartments.

The property is made up of 12 parcels, separated by “paper streets,” (i.e., unimproved, recorded public streets).

In 2017 through 2019, SDHC retained consultant services to determine the Site’s



development feasibility. These evaluations included a traffic study, seismic and soils condition analyses, a biological conditions analysis and a letter from the San Diego Unified School District. The results of the above-noted studies determined the Site’s development is feasible. While these studies are believed to be accurate, no warranty implied or express is given by SDHC to the prospective respondents, and each respondent should take whatever actions it deems

necessary to verify the condition of the Site and other variables affecting the proposed Project.

GOALS AND OBJECTIVES

The objective of this SDHC RFP is to solicit proposals from qualified real estate development entities. The goal is the development of quality, well-designed multifamily affordable rental housing. Successful proposals will include a description of targeted San Diego Area Median Income (AMI) levels and the population to be served.

In addition to a high-quality development, SDHC expects the Project will achieve sustainability and energy efficiency goals that exceed the minimum requirements of the California State Building Code. The Project is further expected to adhere to Green Building fundamentals, integrated into the Project’s design and construction.

The proposer shall include a detailed narrative of the development concept with a description of the proposer’s approach to design and architecture. The Project should be attractive and compatible with the character of the neighborhood and community, both aesthetically and functionally, and consistent with land use and zoning requirements.

SDHC expects the selected development team to pursue predevelopment and development timelines expeditiously. The successful development team will have a proven history of completing projects within reasonable time periods.

SITE INFORMATION



The Site is located near the southeast corner of Famosa Boulevard and Nimitz Boulevard in the Point Loma/Ocean Beach neighborhood, approximately 1.5 miles from the ocean. The shapes of the individual parcels and the overall property are irregular. The topography contains level portions, sloping portions, and more steeply

sloping portions. The western portions of the overall property are below grade with Nimitz Boulevard and Famosa Boulevard, while the eastern portion of the overall property is above grade with Famosa Boulevard.

The Site is generally undeveloped with some disturbed areas that may have been rough graded. There are no on-site drainage facilities, other than a pipe outlet at the southwest corner of the Site. The Site is bisected by power polls supporting electrical and telephone lines. All utilities appear to be easily available to the Site.

Bill Cleator Community Park is located directly across Famosa Boulevard from the Site. This is a 15.3-acre park, which includes ball fields and the nonprofit, privately run Peninsula YMCA. Other playfields, playgrounds and a tennis center are located within a mile of the Site.



Ocean Beach Elementary School, Dana Middle School and an organic food market are each located slightly more than a mile (separately, in different directions) from the Site. The San Diego Sports Arena is also located about one mile from the Site, as is SeaWorld and Mission Bay. The Site is also approximately two miles from Point Loma Nazarene University. A number of naval facilities are located on the Point Loma peninsula, within proximity

of the Site. Selected developer shall take such steps as are necessary and appropriate to secure the site before and during the term of the project.

SDHC retained a development consultant and specialty experts to conduct a feasibility study to investigate the potential development of the Site, including an evaluation of the physical and environmental factors that would impact the Site's development. The results of the study are subject to development verification. SDHC accepts no responsibility for the accuracy of the following analyses. *While these studies are believed to be accurate, no warranty implied or express is given by SDHC to the prospective respondents, and each respondent should take whatever actions it deems necessary to verify the condition of the Site and other variables affecting the proposed Project.*

- A traffic analysis determined the prospective development's impact on local traffic, the capacity of existing streets to accommodate any traffic added by the development, and the impact of the Project's possible points of ingress and egress. A Project trip distribution was determined to analyze traffic conditions caused by the proposed Project.
- A geotechnical analysis was conducted for an on-site fault study. To perform a site-specific fault hazard evaluation, a trench of approximately 220 lineal feet was excavated on-site. As a basis of comparison, the engineer reviewed topographic maps of the Site dating back to 1954 and 1902. In addition, soils were assessed via borings and test pits, followed by laboratory testing of soil samples. The report prepared by the geotechnical expert contains findings and recommendations. *While this report is believed to be accurate, no warranty implied or express is given by SDHC to the prospective respondents, and each respondent should take whatever actions it deems necessary to verify the condition of the Site and other variables affecting the proposed Projects.*
- A soils study was conducted and is available for reference.
- The study included a wetlands jurisdictional delineation and a biological technical report, which quantified the areas of on-site aquatic resources and provided a biological assessment related to the mitigation of impacts. The proposed project is mapped within the City of San Diego Multiple Species Conservation Program (MSCP) area, but it is entirely outside of Multiple Habitat Planning Area (MHPA) boundaries. The Project area is outside of the Coastal Zone. No special-status plant or animal species were observed during the biological resources surveys.



- The San Diego Unified School District was asked to opine on whether neighborhood public schools would likely have the capacity to accommodate the students that would be living in the proposed Project. The School District reported “...K-12 student enrollment generated by the proposed project can most likely be accommodated at the assigned district schools without changes to attendance boundaries or need for additional school facilities.” *Any such finding should be verified by the proposers, however.*
- The recent Phase I environmental study found no prior uses that might have contributed to on-site contamination.

RFP SUBMITTALS

Sealed proposals marked “*Real Estate Development Services at Site 428 (RFP#: RED-20-01) Proposal Documents -- Do Not Open*” will be received on or before **November, 21, 2019 at 2:00PM (PST)**. Proposals shall be received at SDHC offices located at 1122 Broadway, Third Floor, San Diego, CA 92101. **Late proposals will not be accepted.** SDHC reserves the right to reject any or all proposal responses, waive any informality in the specifications or solicitation process, or to cancel in whole or in part this RFP if it is determined by SDHC that it is in the best interest of SDHC to do so.

SDHC anticipates the RFP review and approval process will take approximately three (3) to six (6) months following the receipt of proposals. While the dates stated in this RFP represent SDHC’s preferred timetable, it shall not be considered binding upon SDHC. Each proposer to this RFP agrees that the preparation of all materials for submittal to SDHC and all presentations are at the proposer’s sole cost and expense. SDHC shall not, under any circumstance, be responsible for any costs or expenses incurred by a proposer. In addition, each proposer agrees that all documentation and materials submitted with a proposal shall remain the property of SDHC. The proposers must verify the accuracy of the timetable in making any proposal to SDHC. To the extent that a proposer concludes that the anticipated timeline is not accurate, the proposer shall propose a timeline that it believes is appropriate.

Special Note:

Access to site: Upon written request, SDHC will allow proposers’ access to the Site for on-site testing (e.g., environmental, architectural or engineering predevelopment work) with the stipulation that the Site will be returned to its former status when that work is completed. An SDHC representative must be present whenever the Site is accessed. Proposers agree to hold SDHC, the Housing Authority of the City of San Diego and the City of San Diego, harmless from any and all assertions of liability, costs, damages, expenses, fees, fines, of any and all kinds and types arising as a result of the access to the Site and name SDHC, the Housing Authority of the City of San Diego and the City of San Diego, as additional insureds. As a condition to allowing on-site testing, an indemnity agreement, as approved by General Counsel of SDHC, in favor of SDHC, the Housing Authority of the City of San Diego and the City of San Diego must be signed as a condition precedent to

performing any work on-site.

II. MINIMUM PROJECT REQUIREMENTS

Minimum Project Requirements

Unit count/AMI Levels: Not fewer than 78 units shall be occupied by and affordable to households earning at or below 80% of AMI as determined by HUD for the San Diego-Carlsbad Metropolitan Area. Projects providing mixed income opportunities will be considered by SDHC.

SDHC Disposition Policy: The conveyance of Site 428 to the selected development entity will follow and comply with SDHC's "Policy for Sale and/or Disposition of Real Estate" (PO-RED-300.104 / December 15, 2016), including an appraisal to confirm the current land value. Development proposals shall include proposed offer amount and terms as a purchase of the land. Respondents should know that a reverter to SDHC will be included in any grant deed, that will state that in the event of an uncured breach in the affordability covenants, the title will revert to the SDHC.

Developer Requirements

Developer's shall demonstrate experience and capacity to successfully manage the Project with consideration of the following factors:

- Proven successful experience with new construction projects using affordable housing funding sources
- Demonstrated experience and capacity to successfully develop difficult infill sites on time and within budget
- Capacity to begin the Site's predevelopment expeditiously with a well-conceived development timeline showing the anticipated Project completion date
- Evidence of and commitment to Green Building fundamentals, integrated into the Project design and construction
- Financial capacity to undertake the proposed Project
- Full compliance with any prior SDHC loans and bond allocations
- Demonstrated successful experience with the local, state and federal regulatory approval processes
- Proven quality property and asset management of the proposer's prior developments
- Demonstrated successful stakeholder engagement
- The proposer's business license must be in the name of the entity submitting the proposal.

SDHC reserves the right to require any proposer to present evidence of qualifications and ability and will consider such evidence prior to the proposer's selection as the Site's development entity.

III. SUBMITTAL REQUIREMENTS

“Commission”

The term, “Commission” and “SDHC” as used in these documents means the San Diego Housing Commission. The terms “Proposer,” “Offeror” and “Respondent” as used in these documents are to be read as synonymous terms.

Submittal Requirements

This section contains instructions on how to prepare and deliver a submittal in response to this RFP. Questions arising during preparation of a submittal shall be addressed only to the designated SDHC staff person identified below.

A concise, professional and complete submittal to this RFP will help SDHC and its selection committee to identify the most qualified respondent, the most advantageous “best value” proposal and will be indicative of the level of the respondent’s commitment to the project.

Respondents shall follow the format specified below. The contents of the submittal must be clear, concise and complete. Each section of the submittal shall be tabbed and labeled in the order shown below.

SDHC reserves the right to request additional information during the evaluation of RFP submittals and to reject any or all submittals. In the manner stated on page 8 of this RFP, respondents shall deliver sealed RFP submittals marked “Real Estate Development at the property on the corner of Famosa and Nimitz Boulevards (RFP# RED-20-01) Proposal Documents – Do Not Open.”

All proposal submissions shall be directed to the attention of:

David Tomaino
Sr. Procurement and Contracts Analyst
San Diego Housing Commission
1122 Broadway, Suite 300
San Diego, CA 92101
619-578-7537
davidt@sdhc.org

Qualifications

The Respondent’s business license must be in the name of the person or entity submitting the proposal. SDHC reserves the right to require any proposer to present evidence of qualifications and ability and will consider such evidence prior to award of contract. To the extent that Respondents have violated applicable federal, state and /or local laws affecting the type of work proposed in their responses, SDHC reserves the right to determine that respondent not responsible and not responsive to this RFP.

Clarification and Interpretation during Proposal Period

All inquiries and requests for clarification or interpretation of the contents of this RFP, if any, during the proposal period shall be directed by email to **davidt@sdhc.org**. No interpretation or change of the requirements, specifications or documents will be made orally to any proposer.

Requests for interpretation or clarification shall be made to SDHC at least seven (7) days prior to the proposal due date of November 21, 2019 by email to davidt@sdhc.org. All interpretations requested by that date will be issued in the form of a written addendum to all prospective proposers. All such addenda shall become part of the proposal documents and shall be incorporated in all proposals. Clarifications will only be made in writing by the Contracting Officer.

Proposal Format

To ensure that SDHC can properly and efficiently evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the "Required Submittal Documents" summary listed on page 28. Each section of the submitted proposals must be placed in the order specified on page 28. Three (3) additional copies of the proposal and a complete electronic file containing the proposal on flash/thumb drive must be submitted with the original proposal packet.

Completion of Forms

Each proposal must give the full business address of the proposer and be signed with the proposer's authorized signatory. Proposals by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of person signing. Proposals by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and by the signature and designation of the President, Secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, proposers shall furnish satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership.

Rejection of Proposals

Any proposal may, at SDHC's sole discretion, be rejected if it is adjudged incomplete, illegible, or conditional. However, alternate proposals or explanations may be made on separate sheets. Such alternates or explanations will not be considered in determining the selected proposal but may be used in negotiations after determination of the proposer. All corrections shall be initiated by the proposer.

Responsible Proposer

To be considered, any proposal must be determined, by the SDHC, in its sole discretion, to be responsive and the proposer shall be determined to be responsible, as those terms are defined in applicable law.

RFP Submittal Content and Organization

- A. Cover: The submittal cover shall identify the Property and include the name of the respondent, address, telephone number and email address of the principal contact.
- B. Table of Contents: The table of contents shall be complete and clear, listing headings and pages to enable easy reference.

- C. Cover Letter: The cover letter shall be brief and identify the property. Any changes to the submittal format or deletions of requested material should be explained in the cover letter. The first sentence must state in boldface type:

“This submittal is for the Proposed Real Estate Development: Property at the Corner of Famosa and Nimitz Boulevards”

Additional cover letter information:

1. State in boldfaced font the proposed purchase and development terms and proposed purchase price for the property.
 2. Identify the development team’s primary contact responsible for all queries made during the intake and processing of the submittal (include address, email address and telephone number).
 3. Identify the location of the office(s) housing individuals assigned as part of the development team.
 4. If proposing joint venture partner(s) and sub-consultant(s), include company name(s), the types of services to be provided by each, and the primary contact for each.
- D. Project Concept: Provide a concise description of the Project proposal including:
- a. General description of the proposed Project
 - b. Statement of AMI levels and bedroom count.
 - c. Breakdown of Project components
 - d. Financial structure of proposed Project
 - e. Proposed resident demographics (e.g., family, special needs, etc.)
 - f. Conceptual details of any public / common space amenities
 - g. Submit site plan and elevations. Drawings do not need to be detailed construction drawings, but should be drawn to a consistent scale in sufficient detail to clearly show the types, dimensions and locations of the Project. All drawings are to be to scale, clear line work with all dimensions clearly legible at 11 x 17 inch sheet size. All drawings should be clear and fully legible if copied black and white.
 - h. Submit a detailed timeline for Project development and execution, as well as expected duration of the Project. Provide a schedule of performance starting at the approval of the Property’s disposition, pre-development, building permit issuance, construction loan, completion of construction and conversion to permanent loan.
 - i. Provide a description of how the proposed Project will be implemented and describe both strategic direction and day-to-day management and operation in accordance with the proposed Project. Specific tasks to include:
 1. Oversight of the Project, including but not limited to, conception,

execution, launch, and day-to-day management of operations

2. Financial management, including sourcing and maintaining funding for the Project
3. Community engagement, including a description of the process to solicit feedback from the community

- E. Respondent Team: Identify the “Respondent Team,” including an organizational chart of the Respondent Team containing the names of all key personnel, joint venture partner(s), and the design, leasing, and operations team, with titles and their specific task assignments for this Project. This section must also detail the overall financial and legal relationships among the members of the Respondent Team, any investors or banking partners and other public funding agencies during the development and completion of the Project. The description of the relationships of the members of the Respondent Team must be in sufficient detail to allow SDHC to determine whether there are any conflicts of interest that would adversely affect the ability of SDHC to accept the proposal.
- F. Project-Related Experience: This section shall include examples of the Respondent Team’s experience during the past ten (10) years specifically related to the proposed project proposal. Please provide five (5) projects, listed chronologically, noting the completion date for each. For each listing, include the project manager’s name.
- G. Respondent’s Financial Capacity and Capability:
- a. Financial Statements: Submit audited financial statements for the past three years of each financially responsible partner(s) of the respondent, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units. In addition, include current financial statements.
 - b. Real Estate Portfolio: For each financially responsible partner(s) of the Respondent Team, submit a summary of the partner’s current real estate portfolio, listing the following for each project: project name, type, location (city, state), project size (rentable area), date completed, value, debt, role (e.g., developer, operator, property manager, etc.), ownership interest, and occupancy rate. Identify the amount of the financially responsible partner(s), recourse debt, any non-performing loans, and the amount of guarantees and/or contingent liabilities. Note if any of the projects have negative cash flow.
 - c. History of Financing Commitments: For each financially responsible partner(s) of the Respondent Team, submit a ten-year history in obtaining financing commitments, detailing type of project, dates of commitment, financing source(s), amounts committed, etc.
 - d. Pipeline Projects: For each financially responsible partner(s) of the Respondent Team, list and describe all projects in the pipeline including status, development

budget and schedule and financial commitment required of respondent, a detailed description of the project financing methods, sources and amounts. Indicate any working relationships on other projects with members of the Respondent Team for the proposed project.

- e. Availability of Sources of Debt and Capital: Identify specific sources of debt/equity capital for financing the proposed project. Include relationship(s) to the respondent (e.g., outside lender, parent company, etc.) and contact information for each source. Provide letters of intent or a written statement from each financing source that the equity and/or mortgage capital is available or will be made available for funding the proposed project, and that the proposed project is consistent with the source's investment criteria for a project of this type and size. In lieu of letters of intent for the proposed project, respondent may submit statements from their financing source(s) describing past projects which the source has financed for the respondent. Such statements shall detail the amount of capital, the size of the proposed project and any other pertinent information that will assist SDHC in determining the availability of equity or mortgage capital to fund the proposed project.
- f. Project Pro forma: Provide a project pro forma, including expenses, income, net operating income, and financing sources and uses.
- g. Readiness to Proceed: Please indicate the Readiness to Proceed
- h. Pre-development Financing: Please indicate the financial capacity to undertake the proposed Project and indicate which of the following applies: 1) All predevelopment funding is currently accessible or 2) A portion of predevelopment funds are available, and the remainder of the predevelopment budget is pending bridge financing approval or 3) No predevelopment funding is currently available.

H. Proposed Terms: Provide the proposed terms of sale and proposed purchase price for the Property.

Selection Process

Selection of the responsive, responsible and qualified proposer(s) for contract award consideration will be made after SDHC's evaluation selection committee has reviewed, evaluated, scored and ranked the proposals received. The highest ranked proposers may be invited to meet with SDHC representatives for oral interview to expand on their proposal. However, SDHC reserves the right not to conduct oral interviews and, at its sole discretion, to make their award selection decision based solely on the proposal(s) submitted.

Evaluation Criteria and Weighted Rating System

Each proposal submitted will be evaluated on the extent to which it responds to the Required Submittal Documents (as detailed on page 28) and is determined by the evaluation committee to be in the best interest of SDHC. The evaluation criteria include, but are not limited to, the evaluation criteria set forth in the following "Selection Process and Evaluation Criteria". The proposal with the highest scored evaluated ranking by the SDHC evaluation committee, based

on the evaluation criteria set forth herein, will be the company/companies selected for contract award recommendation.

PUBLIC RECORDS: In accordance with the provisions of the SDHC Procurement Policy, as approved by the Housing Authority of the City of San Diego, and administrative regulations promulgated or to be promulgated, any and all of the responses shall remain confidential until such time as a Board Report making a recommendation selecting the successful respondent is made public, and the proposals, and each of them, shall be exempt from disclosure under the provisions of Government Code Section 6254, et. seq. Specifically, the SDHC Procurement Policy provides that, to obtain the best value for SDHC, the terms and even the number of proposals shall not be made public to allow for negotiations to occur between SDHC and the various respondents, concerning price and terms. The disclosure of the contents of the responses, by definition, adversely affects the ability of SDHC to engage in meaningful discussions and negotiations with the various respondents. So, the responses will be received by SDHC, in confidence, pursuant to the provisions of Evidence Code Section 1040 until such time as the Board Report is made public, at which time the responses will be subject to production under the provisions of the Public Records Act. See also, Government Code Section 6254(h) and (k), as well as Government Code Section 6255.

IV. SELECTION PROCESS AND EVALUATION CRITERIA

The evaluation criteria shall include the following:

- A. Project Plan (40 Total points):
 - a. General description of the proposed Project
 - b. Breakdown of Project components
 - c. Financial structure of proposed Project and Proforma
 - d. Proposed resident demographics (e.g., family, special needs, etc.)
 - e. Site plans and elevations with conceptual details of any public / common space amenities.
 - f. Management and Operation of the Project with a detailed plan regarding the following factors:
 - i. Oversight of the Project, including but not limited to, conception, execution, launch, and day-to-day management of operations;
 - ii. Financial management, including sourcing and maintaining funding for the Project;
 - iii. Community engagement. Describe the process to solicit feedback from the community;
 - g. Energy efficiency that exceed the minimum requirements of the California State Building Code with green building fundamentals integrated into the Project's design and construction.
 - h. Such other and further elements concerning the Project Plan, as SDHC shall, in its discretion, deem important in the viability of the Project Plan.

- B. Project-Related Experience (30 Total Points): Respondent Team's successful management of development projects in affordable housing or similar arena.

- C. Strength of Development Team (10 Total Points): Respondent Team containing the names of all key personnel, joint venture partner(s), and the design, development, and operations team, with titles and their specific task assignments for this project. Overall financial and legal relationships among the members of the Respondent Team, any investors or banking partners and other public funding agencies during the development and completion of the project.

- D. Respondent's Financial Capacity and Capability (10 Total Points):
 - a. Financial Statements
 - b. Real Estate Portfolio
 - c. History of Financing Commitments

- d. Pipeline Projects
- e. Availability of Sources of Debt and Capital
- f. Readiness to Proceed
- g. Pre-Development Financing
- h. Such other qualifications as SDHC shall determine are required to establish the financial capacity and capability of the Respondent to complete the project on time and on budget

E. Proposed Terms to SDHC (10 Total Points):

- a. Proposed Purchase and Sale Terms (Note: Any Purchase and Sale shall include a reverter in the Grant Deed to assure that the Project remains affordable for not less than 55 years)
 - b. Any Loans and or Subsidy Requests from the San Diego Housing Commission
1. It is the intent of SDHC to enter into contract and cost negotiations with the most qualified and highest ranked firm(s) as evaluated, scored and ranked by SDHC's evaluation selection committee. If a mutually acceptable contract cannot be negotiated between SDHC and the highest ranked firm, the next highest ranked firm(s) will be invited by SDHC to enter into negotiations. This process will continue until a mutually acceptable agreement(s) is consummated or SDHC cancels the solicitation.
 2. Any contract(s) awarded by SDHC pursuant to this RFP because it involves the sale of multifamily housing, must be approved by the SDHC Board of Commissioners. In addition, the Housing Authority of the City of San Diego, may ask to review the matter, as well. In which case, the action of the SDHC Board of Commissioners shall be only advisory.

Time for Performance

All time limits stated in the contract documents are of the essence of the contract.

Affordability Restrictions

The affordability restrictions shall not be less than fifty-five (55) years.

Contract Language

Proposer is expected to read and understand all terms and conditions of the contract included in this invitation, and by the act of submitting a proposal, agrees to its terms and conditions.

Assigned Personnel

Provide identification of a person(s) with primary responsibility for working with the Commission on the items in the scope of work, including identification of his/her position within the firm.

Provide description of availability of backup representatives, which will be assigned in case of absence of the primary representatives. A brief resume for each person must be provided listing specific experience with respect to the scope of work requirements under this RFP.

Conflict of Interest or Pending Litigation

Proposer shall, in their submitted "Letter of Introduction", describe any arrangements, formal or informal, that the respondent has with any other party that might interfere with the respondent's ability to provide independent and unbiased advice and assistance under this RFP. Describe any litigation, administrative proceedings, or investigations in which the respondent is involved or to which it is subject that might have an adverse effect on its ability to fulfill its engagement under this RFP or that may affect SDHC's perception of its suitability

V. INSTRUCTIONS TO OFFERORS

Instructions to Offerors Non-Construction

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

Preparation of Offers

- a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.
- b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.
- c) Offers for services other than those specified will not be considered.

1. Submission of Offers

- a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.
- b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.
- c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

2. Amendments to Solicitations

- a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b) Offerors shall acknowledge receipt of any amendments to this solicitation by
 - 1. signing and returning the amendment;
 - 2. identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
 - 3. letter or telegram, or
 - 4. facsimile, if facsimile offers are authorized in the solicitation.

3. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

4. Responsibility of Prospective Contractor

- a) SDHC shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -
 - 1. Have adequate financial resources to perform the contract, or the ability to obtain them;
 - 2. Have a satisfactory performance record;
 - 3. Have a satisfactory record of integrity and business ethics;
 - 4. Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
 - 5. Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government.
- b) Before an offer is considered for award, the offeror may be requested by SDHC to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Offers

- a) Any offer 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 SDHC that the late receipt was due solely to mishandling by SDHC after receipt at SDHC;
 - 3. Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00p.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 U.S. Federal holidays;
or
 - 4. Is the only offer received
- b) Any modification of an offer, except a modification resulting from SDHC's request for "best and final" offer is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.
- c) A modification resulting from SDHC's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by SDHC after receipt at SDHC.
- d) The only acceptable evidence to establish the date of mailing of a late offer, 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 offer, 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, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.
- e) The only acceptable evidence to establish the time of receipt at SDHC is the time/date stamp of SDHC on the offer wrapper or other documentary evidence of receipt maintained by SDHC.
- f) The only acceptable evidence to establish the date of mailing of a late offer, 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, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to SDHC will be considered at any time it is received and may be accepted.
- h) If this solicitation is a request for proposals, proposals 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 award. Proposals may be withdrawn in person by an offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

- a) SDHC will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to SDHC, cost or price and other factors, specified elsewhere in this solicitation, considered.
- b) SDHC may
 1. reject any or all offers if such action is in SDHC's interest,
 2. accept other than the lowest offer,
 3. waive informalities and minor irregularities in offers received, and award more than one contract for all or part of the requirements stated.
- c) If this solicitation is a request for proposals, SDHC may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.
- d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, SDHC may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by SDHC.
- e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on SDHC by obtaining written and dated acknowledgment of receipt from SDHC at the address shown on the cover of this solicitation. The determination of SDHC with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show the *hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.*

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

VI. REQUIRED FORMS

REQUIRED SUBMITTAL DOCUMENTS

Proposals: Proposers shall develop and submit a proposal that addresses at minimum each item identified in this solicitation, and shall verify through the completion and submittal of the proposal package that all required information and documentation for this solicitation process is included.

1. **Introductory Statement**
2. **Project Plan**
3. **Project Related Experience**
4. **Financial Capacity & Capability**
5. **Proposed Terms**
6. **Proposal Certification Form**
7. **Contractor Information Form**
8. **Statement of Offeror's Qualifications**
9. **Workforce Report of San Diego County**
10. **Non-Collusive Affidavit**
11. **Consent to Public Disclosure by Contractor and Certification**
12. **Statement and Certification Regarding Debarment**
13. **License Numbers/Certifications:** The Contractor shall provide a copy of his/her City of San Diego Business License and any other California State licenses held. In addition, the Contractor shall provide licenses for all Sub-Contractors, if known, proposed to work under this contract.

If these documents are not filled out completely and returned by the proposal due date and time, the proposal may be deemed non-responsive and may not be considered for contract award

PROPOSAL CERTIFICATION FORM

PROPOSAL FOR:

RFP NO. RED-20-01

To: SAN DIEGO HOUSING COMMISSION ("Commission")
1122 Broadway, Suite 300
San Diego, CA 92101

1. The undersigned, having made myself familiar with the local conditions affecting the cost of the work, the services to be performed for the Commission and with the Specifications (including the Request for Proposals, Instructions to Offerors, the Submittals Requirements, this Proposal, the form of Non-Collusive Affidavit, the form of Contract, the Specifications and Addenda, if any thereto, as prepared by the Commission staff), proposes to furnish such services, as requested, at a negotiated rate not to exceed the base price of the contract as indicated in the attached Proposal Pricing Sheet(s) plus the increase in the Consumer Price Index for All Urban Consumers (*CPI-U All City Average / All Items Unadjusted 12 Month Index*) for the time period covered by this contract.

The undersigned, as proposer, agrees that:

2. In submitting this proposal, it is understood that the Commission reserves the right to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to proposer within One Hundred Twenty (120) days after the opening thereof, proposer agrees to execute and deliver a contract in the prescribed form and furnish any required performance and payment bonds within ten (10) days after the contract is presented to proposer for signature.
3. Attached hereto is an affidavit in proof that proposer has not entered into any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for this contract.
4. Certification of Non-segregated facilities: By signing this proposal, proposer certifies that segregated facilities are not and will not be maintained or provided for employees of proposer at any establishments owned by proposer, and proposer does not and will not permit employees to perform their services at any location, under the control of proposer, where segregated facilities are maintained. Proposer 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 room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities, provided for employees, which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
5. Proposer further agrees that (except where identical certifications from proposed subcontractors for specific time periods has been obtained) proposer will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity clause; that such certifications will be retained in proposer's files; and that a notice will be forwarded to proposed subcontractors as provided in the instruction to offerors.
6. Addenda: All addenda, bulletins, letters, etc., bound with specifications or issued during the proposal period, are included in the Contract documents, and shall be considered in the amount of the proposal. The receipt of such addenda, if any, is acknowledged hereinafter (fill in below):

Acknowledgement of receipt and review of all issued addenda: YES NO

7. Designation of Subcontractors. In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, Section 4100 et seq., Division 5, Title 1 of the Government Code of the State of California) and any amendments thereof, each proposer sets forth below: (a) the name and location of place of business of each subcontractor who will perform work or labor or render service to the proposer in construction, improvement, repair or maintenance to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the proposer, fabricates and installs a portion of the work, improvement, repair or maintenance in an amount in excess of one-half of one percent of the proposer's total proposal and (b) the portion of the work

which will be done by each subcontractor under this act. The proposer shall list only one subcontractor for each such portion as is defined by the proposer in this proposal.

If a proposer fails to specify a subcontractor or if a proposer specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the total proposal, proposer shall be deemed to have agreed that proposer is fully qualified to perform and shall perform that portion him/herself.

No proposer whose proposal is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal, or (c) sublet or subcontract any portion of the work in excess of the one-half of one percent of the proposer's total proposal as to which the original proposal did not designate a subcontractor, except as authorized by the Commission.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the proposer's total proposal as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

Designation of Subcontractors form follows:

NOTE: *The penalty for making false statements in offers is prescribed in 18 U.S.C. 10001.*

Date: _____, 20____

Printed Name of Proposer (Contractor): _____

By: _____

Title: _____ Signature

Contractor's License Number (if applicable)

Official Address:

Telephone Number: _____

Fax Number: _____

Email: _____

Is your firm a certified HUD Section 3 Firm?: Yes No
attach certification

Is your firm a State of California or Federal Certified Disadvantaged Business Enterprise (DBE)?: Yes No
attach certification

Is your firm a State of California or Federal Certified Small Business (SB)?: Yes No
attach certification

Will your firm be utilizing, under this Agreement, any firms that have any of the above certifications? Yes No

(if Yes, on a separate attachment please list firms along with address & contact information)

Applications for Certification as a Section 3, Emerging Local, Small Local, Disadvantaged, Minority, Woman or Disabled Veteran Owned Business

Applications for Certification as a Section 3, Emerging Local, Small Local, Disadvantaged, Minority, Woman or Disabled Veteran Owned Business are available to firms/businesses that desire to be certified as a Section 3, Emerging Local, Small Local, Disadvantaged, Minority, Woman or Disabled Veteran Owned Business for the City of San Diego and/or Commission contracting. Additional information is available through this office or by contacting the City of San Diego, Department of General Services or Caltrans. The Commission does not discriminate on the basis of sex, race, color, creed, nationality, age, religion or handicap. The Commission strongly encourages certified Section 3, Emerging Local, Small Local, Minority, Women, Disadvantaged, and Disabled Veteran-owned businesses to submit a proposal. The Commission certifies Section 3 Business Concerns and Residents, but does not certify Emerging Local, Small Local, Disadvantaged, Minority, Woman, or Disabled Veteran Owned Business Enterprises. The Commission does recognize current City of San Diego, California Department of Transportation (Caltrans), Dept. of General Services (DGS), CA Public Utilities Commission, City of Los Angeles and SD Regional Minority Supplier Diversity Council certifications.

Certification of Emerging Local, Small Local, Disadvantaged, Minority, Woman or Disabled Veteran Owned Business Enterprises is provided by the following agencies:

CITY OF SAN DIEGO

SLBE Program Certification
202 C Street, Mail Station 9A
San Diego, CA 92101
P: (619) 236-6297

CALIFORNIA DEPARTMENT OF TRANSPORTATION

District 11 Small Business Outreach
4050 Taylor Street, MS 253
San Diego, CA 92110
P: (619) 688-3151
http://www.dot.ca.gov/hq/bep/business_forms.htm
(619) 220-7379

DEPARTMENT OF GENERAL SERVICES

Office of Small Business & DVBE Services 707
3rd Street, 1st Floor
Room 1-400, MS 210
West Sacramento, CA 95605
<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
P: (916) 375-4940
F: (916) 375-4950

STATEMENT OF OFFEROR'S QUALIFICATIONS

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of offeror _____

2. Names and titles of principals _____

3. Names of authorized signatories _____

4. Permanent main office address _____

Telephone No. _____ E-mail Address: _____

5. When organized _____

6. Where incorporated _____

7. Check if your firm has been certified as a Section 3 Business Concern _____,
Emerging Local Business Enterprise _____, Small Local
Business Enterprise _____, Minority Business Enterprise _____, Disadvantaged
Business Enterprise _____, Women Business Enterprise _____, Disabled
Veteran Business Enterprise _____, or Small
Business Enterprise _____.

Certifying Agency: _____

Date Certification Issued: _____

Date Certification Expires: _____

Certification Number: _____

8. Number of years engaged in business under your present name? _____

9. List at least three private or public firms that you have supplied/provided with similar services to that in this solicitation. Include a contact name and telephone number.

10. Have you ever defaulted on a contract? Yes No

If yes, what was the name of the contract? _____

What was the reason for default? _____

11. Have you refused to sign a contract after award of the proposal? Yes No

If yes, what was the name of the contract? _____

What was the reason for refusal? _____

12. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the COMMISSION, verifying the declarations included in this Statement of Proposer's Qualifications.

(Name of Offeror)

By: _____
(Signature of Offeror's Representative)

Title: _____

Date: _____

(Page left intentionally blank)

Name of Firm _____

Payroll Ending Date _____

WORKFORCE REPORT OF SAN DIEGO COUNTY

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) African-American, Black
- (2) Latino, Hispanic, Mexican-American, Puerto Rican
- (3) Asian, Pacific Islander
- (4) American Indian, Eskimo
- (5) Caucasian
- (6) Other ethnicity; not falling into other groups

OCCUPATIONAL CATEGORY	(1) African-		(2)		(3) Asian Pacific		(4) America		(5)		(6)	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Executive, Administrative, Managerial											
Professional Specialty												
Engineers/Architects												
Technicians and Related Support												
Sales												
Administrative Support/Clerical												
Services												
Precision Production, Craft and Repair												
Machine Operators, Assemblers, Inspectors												
Transportation and Material Moving												
Handlers, Equipment Cleaners, Helpers and Non-construction Laborers*												
TOTALS EACH COLUMN												
DISABLED (by ethnicity & gender)												
GRAND TOTAL OF ALLEMPLOYEES												

NONPROFIT AGENCIES ONLY

President												
Vice President												
Secretary												
Treasurer												
TOTALS EACH COLUMN												

Indicate the gender and minority composition of the board as required above.

Please substitute titles of officers or board members as necessary.

Equal Opportunity Contracting Work Force Report [rev. 6/30/06]



OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers

Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleansers, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services
Vehicle and Mobile Equipment Mechanics and Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction Construction Trades, Except Supervisors

NAME OF COMPANY: _____ TELEPHONE: _____

ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PREPARED BY: _____ DATE: _____

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NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That he/she/it is _____, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Housing Authority of the City of San Diego or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Individual)

(Partner)

(Officer of Corporation)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

My commission expires _____

(NOTARY PUBLIC)

CONSENT TO PUBLIC DISCLOSURE BY CONTRACTOR

By providing the "Personal Information," (if any) as defined in Section 1798.3(a) of the Civil Code of the State of California (to the extent that it is applicable, if at all), requested herein and by seeking a loan from; a grant from; a contract with; the sale of real estate to; the right to develop from; and/or any and all other entitlements from the SAN DIEGO HOUSING COMMISSION ("COMMISSION"), the HOUSING AUTHORITY OF THE CITY OF SAN DIEGO ("AUTHORITY") and/or the CITY OF SAN DIEGO ("CITY"), the CONTRACTOR consents to the disclosure of any and all "Personal Information" and of any and all other information contained in this Public Disclosure Statement. CONTRACTOR specifically, knowingly and intentionally waives any and all privileges and rights that may exist under State and/or Federal law relating to the public disclosure of the information contained herein. With respect to "Personal Information," if any, contained herein, the CONTRACTOR, by executing this disclosure statement and providing the information requested, consents to its disclosure pursuant to the provisions of the Information Practices Act of 1977, Civil Code Section 1798.24(b). CONTRACTOR is aware that a disclosure of information contained herein will be made at a public meeting or meetings of the COMMISSION, the AUTHORITY and/or the CITY at such times as the meetings may be scheduled. CONTRACTOR hereby consents to the disclosure of said "Personal Information," if any, more than thirty (30) days from the date of this statement at the duly scheduled meeting(s) of the COMMISSION, the AUTHORITY and/or the CITY. CONTRACTOR acknowledges that public disclosure of the information contained herein may be made pursuant to the provisions of Civil Code Section 1798.24(d).

CONTRACTOR represents and warrants to the COMMISSION, the AUTHORITY and the CITY that by providing the information requested herein and waiving any and all privileges under the Evidence Code of the State of California, State and Federal law, (to the extent of this disclosure that the information being submitted herein), the information constitutes a "Public Record: subject to disclosure to members of the public in accordance with the provisions of California Government Section 6250 et seq."

CONTRACTOR specifically waives, by the production of the information disclosed herein, any and all rights that CONTRACTOR may have with respect to the information under the provisions of Government Code Section 6254 including its applicable subparagraphs, to the extent of the disclosure herein, as well as all rights of privacy, if any, under the State and Federal law.

THIS CONSENT SHALL NOT REQUIRE THE COMMISSION TO RELEASE ANY PROPOSALS UNTIL SUCH TIME AS A BOARD REPORT RECOMMENDING A SUCCESSFUL RESPONDENT IS MADE PUBLIC, OR UNTIL THE COMMISSION DETERMINES TO REJECT ALL PROPOSALS, OR DETERMINES TO ISSUE A NEW OR DIFFERENT RFP.

Executed this day of _____, 20 , at San Diego, California

CONTRACTOR

By: _____

Title: _____

CERTIFICATION

The CONTRACTOR _____, hereby certifies that this Contractor's Statement for Public Disclosure and the attached information/evidence of the CONTRACTOR'S qualifications are true and correct to the best of CONTRACTOR'S knowledge and belief.

By: _____

Title _____

Dated: _____

ATTEST:

Subscribed and sworn to before me this _____ day of _____, 20_____

Signature of Notary

My Commission Expires: _____

**STATEMENT AND CERTIFICATION
REGARDING DEBARMENT**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER
RESPONSIBILITY MATTERS (DEC 2001)

- a) The Offeror certifies, to the best of its knowledge and belief, that—
1. The Offeror and/or any of its Principals—
 - (A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: COMMISSION of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or COMMISSION of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - (C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, COMMISSION of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 2. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.***
- b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non- responsible.
 - d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business Dealings.

- e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the COMMISSION, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Contractor's Authorized Representative:

Name (printed)

Title

Date

VII. SAMPLE PURCHASE AND SALE AGREEMENT

UPON SELECTION OF A SUCCESSFUL RESPONDENT, THAT RESPONDENT AND THE COMMISSION WILL ENTER INTO A PURCHASE AND SALE AGREEMENT, AS DRAFTED BY THE GENERAL COUNSEL FOR THE COMMISSION, SETTING FORTH THE TERMS OF THE TRANSACTION NEGOTIATED BETWEEN THE COMMISSION AND THE SUCCESSFUL RESPONDENT, INCLUDING TIMELINES, CONTINGENCIES, ETC.

TO THE EXTENT REQUIRED, FEDERAL, STATE AND LOCAL LEGAL REQUIREMENTS SHALL BE INCLUDED WITH THE AGREEMENTS TO BE EXECUTED BY THE PARTIES.

ALL AGREEMENTS SHALL BE SUBJECT TO THE APPROVAL OF THE SDHC BOARD, THE HOUSING AUTHORITY BOARD, IF NECESSARY AND THE CITY COUNCIL OF THE CITY OF SAN DIEGO, IF REQUIRED.

NOTHING CONTAINED IN THIS RFP SHALL LIMIT THE LEGISLATIVE DISCRETION OF THE CITY OF SAN DIEGO IN MAKING LAND USE DECISIONS AND GRANTING PERMITS THAT MAY BE NECESSARY TO DEVELOP THE PROPOSED PROJECT.

**PURCHASE AND SALE AGREEMENT
(Famosa Boulevard and Nimitz Boulevard-Site 428)**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is dated as of the ___ day of _____, 20___, by and between the Housing Authority of the City of San Diego ("Seller"), and _____ ("Purchaser").

RECITALS

A. The Seller owns the fee interest in that certain real property generally located at Famosa Boulevard and Nimitz Boulevard in San Diego, California and legally described in Exhibit A attached hereto and made a part hereof ("Real Property").

B. Provided the various conditions to Closing (as defined below) set forth in this Agreement are timely satisfied, the Seller agrees to sell the Property (as defined below) to the Purchaser and the Purchaser agrees to purchase the Property from the Seller as set forth in this Agreement.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are acknowledged, the Seller and the Purchaser hereby agree as follows:

1. Purchase and Sale. In consideration of the mutual covenants set forth in this Agreement, the Purchaser will acquire all of the Property, on the terms and conditions set forth herein, provided the various conditions to Closing set forth in this Agreement are satisfied or waived as provided herein.

(a) Sale of the Property. The Seller agrees to sell the Property to the Purchaser, and the Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth herein. At Closing, the Seller shall convey the fee interest in the Real Property to the Purchaser by recordation of the Grant Deed (as defined below). The Escrow Agent shall issue the Title Policy (as defined below) to the Purchaser at Closing.

(b) Possession of the Property. The Seller shall deliver possession of the Property to Purchaser at Closing. Possession of the Property shall be delivered to Purchaser subject only to the Property Documents and the Permitted Exceptions.

(c) Deadline for Completion of Construction. As partial consideration for the Seller's entry into this Agreement and conveyance of the Property from to the Purchaser, Purchaser has agreed to construct a _____ on the Property. If final inspection approval for such project is not obtained on or before 20___, then the Seller and any of its successors and assigns reserve and retain the right, at their option and at any time, to terminate the Purchaser's estate, to re-enter

and take possession of the Property, and exercise the Seller's reversionary interest in the Purchaser's forfeited estate.

2. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Purchase and Sale Agreement between the Seller and the Purchaser.

"Business Day" means any day other than a Saturday, Sunday or any other day on which Purchaser or Escrow Agent is not open for business. In the event any date, deadline or due date set forth in this Agreement falls on a day that is not a Business Day, then such deadline or due date shall automatically be extended to the next Business Day.

"Close" or "Closing" means the close of Escrow as provided herein, which shall be one (1) Business Day after the latest of: (i) the date all of the Conditions Precedent for the Benefit of the Seller have been satisfied; and (ii) the date all of the Conditions Precedent for the Benefit of the Purchaser have been satisfied. The Closing shall occur on or before _____, 20__.

"Closing Date" means the date on which the Closing occurs.

"Conditions Precedent for the Benefit of the Seller" shall have the meaning set forth in Section 5 of this Agreement.

"Conditions Precedent for the Benefit of the Purchaser" shall have the meaning set forth in Section 6 of this Agreement.

"Deposit" shall have the meaning set forth in Section 3 of this Agreement.

"Due Diligence Period" means the period of time commencing on _____, 20__ and ending at 5:00 p.m. Pacific time on _____, 20__.

"Escrow" means the escrow depository and disbursement services to be performed by Escrow Agent pursuant to the provisions of this Agreement.

"Escrow Agent" means _____.

"Grant Deed" means a duly executed and acknowledged grant deed conveying fee simple title to the Real Property from the Seller to the Purchaser.

"Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United State Government. Provided, however, the term "Hazardous Materials" shall not include substances typically used in the ordinary course of developing, operating and maintaining

apartment complexes in California or small amounts of chemicals, cleaning agents and the like commonly employed in routine household uses in a manner typical of occupants in other similar properties, provided that such substances are used in compliance with applicable laws.

“Immediately Available Funds” means a bank wire transfer or a certified bank or cashier’s check.

“Improvements” means collectively: (i) any and all buildings, structures and improvements, of any kinds whatsoever, located at or affixed to the Real Property; (ii) all rights, privileges and easements appurtenant to the Real Property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances on and under the Property; (iii) all development rights, air rights, and water rights relating to the Real Property; and (iv) all easements, rights-of-way or appurtenances which run with the Real Property.

“Permitted Exceptions” means (i) the printed exceptions and exclusions in the Title Policy; (ii) the exceptions to title set forth in the Title Report (as defined in Section 4(d) below) which are approved by Purchaser in writing, or deemed approved by Purchaser, as provided in Section 4(d) below; (iii) real property taxes and assessments which are a lien but not yet payable; (iv) any title exceptions caused, consented to or preapproved by Purchaser; (v) all applicable building, zoning and use restrictions and/or regulations of any municipality, township, county or state; (vi) defects that would be shown by an inspection or by a survey of the Real Property and Improvements; and (vii) any reserved oil, water and/or mineral rights.

“Property” means collectively, the Real Property and the Improvements.

“Property Documents” means all documents and agreements in the Seller’s possession which relate to the ownership and operation of the Property.

“Purchase Price” shall have the meaning set forth in Section 3(a) of this Agreement.

“Purchaser” means _____.

“Real Property” means the real property generally located at Famosa Boulevard and Nimitz Boulevard, San Diego, California, which is legally described on Exhibit A.

“Seller” means the Housing Authority of the City of San Diego.

“Title Policy” means a CLTA Owner’s Policy of Title Insurance in the amount of the Purchase Price, insuring that title to the fee interest in the Property is vested in the Purchaser subject only to the Permitted Exceptions, which Title Policy shall be obtained through the Escrow Agent. Seller shall pay the cost of the CLTA Owner’s Policy of Title Insurance. Purchaser shall pay the cost of any endorsements it desires. Purchaser may obtain an ALTA Owner’s Policy of Title Insurance in which event Purchaser shall pay the cost difference between the cost of the ALTA Owner’s Policy of Title Insurance and the cost of a CLTA Owner’s Policy of Title Insurance.

3. Purchase Price.

(a) Total Purchase Price. The total purchase price to be paid by the Purchaser for all of the Property shall be _____ and No/100 Dollars (\$_____.00) ("Purchase Price").

(b) Deposit; Liquidated Damages.

(1) Deposit. Purchaser shall make a deposit into Escrow of Immediately Available Funds equal to the sum of _____ and No/100 Dollars (\$_____.00) ("Deposit") within five (5) Business Days of the Effective Date. The Deposit shall be credited against the Purchase Price and shall be nonrefundable upon the expiration of the Due Diligence Period. If the Purchaser elects to terminate this Agreement prior to expiration of the Due Diligence Period, as set forth in Section 4 below, then the Deposit shall be immediately returned by Escrow Agent to the Purchaser. At Closing, the Deposit shall be released by Escrow Agent to the Seller. The Deposit, and any interest earned on the Deposit, shall be credited in favor of the Purchaser against the Purchase Price as set forth in Section 3(c), below.

(2) LIQUIDATED DAMAGES. THE DEPOSIT SHALL BE REFUNDABLE TO THE PURCHASER AS MAY BE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF ESCROW FAILS TO CLOSE AS A RESULT OF PURCHASER'S DEFAULT HEREUNDER, THE SOLE REMEDY OF THE SELLER SHALL BE TO TERMINATE THIS AGREEMENT BY GIVING WRITTEN NOTICE THEREOF TO PURCHASER AND ESCROW AGENT, WHEREUPON THE SELLER SHALL RETAIN THE DEPOSIT(S) ACTUALLY DEPOSITED BY PURCHASER INTO ESCROW AS LIQUIDATED DAMAGES (AND THE SELLER WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE THIS AGREEMENT SET FORTH IN CALIFORNIA CIVIL CODE SECTION 1680 OR 3389). THEREAFTER, NO PARTY HERETO SHALL HAVE ANY FURTHER LIABILITY OR OBLIGATION TO ANY OTHER PARTY HERETO EXCEPT FOR: (i) THE SELLER'S RIGHT TO RECEIVE AND RETAIN SUCH LIQUIDATED DAMAGES; (ii) THE OBLIGATION OF THE PARTIES TO PAY AMOUNTS INTO ESCROW TO PAY A PORTION OF THE FEES AND COSTS OF ESCROW AS SET FORTH IN SECTIONS 5 AND 6 BELOW; (iii) THE OBLIGATIONS SET FORTH IN SECTIONS 4(a) AND 9(c), BELOW; AND (iv) ATTORNEYS' FEE AS SET FORTH IN SECTION 16(k), BELOW. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE SELLER'S ACTUAL DAMAGES IN THE EVENT OF PURCHASER'S DEFAULT HEREUNDER ARE UNCERTAIN IN AMOUNT AND DIFFICULT TO ASCERTAIN, AND THAT SUCH AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ., CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE DATE HEREOF INCLUDING, WITHOUT LIMITATION, THE RELATIONSHIP OF SUCH AMOUNT TO THE RANGE OF POTENTIAL HARM TO THE SELLER THAT CAN REASONABLY BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES RESULTING FROM SUCH DEFAULT WOULD BE COSTLY AND INCONVENIENT. IN PLACING ITS INITIALS IN THE SPACE BELOW, EACH PARTY HERETO SPECIFICALLY CONFIRMS THE ACCURACY OF THE FOREGOING AND THE FACT THAT SUCH PARTY HAS BEEN REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION. THE PROVISIONS OF THIS SECTION 3(b)(2) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Seller's Initials

Purchaser's Initials

(c) Delivery of Remainder of Purchase Price into Escrow. Not less than one (1) Business Day prior to the Closing Date, the Purchaser shall cause Immediately Available Funds to be delivered to the Escrow Agent in an amount equal to the Purchase Price, minus the Deposit and any interest earned on the Deposit, and plus or minus any adjustments for prorations and expenses required under this Agreement.

(d) Disbursement to the Seller. Immediately after the Closing, the Escrow Agent shall disburse to the Seller the funds that the Seller is entitled to receive under this Agreement.

4. Due Diligence Period. During the Due Diligence Period the Purchaser may determine in the Purchaser's sole and absolute discretion, whether to proceed with the purchase of the Property. During the Due Diligence Period, the Purchaser may terminate this Agreement for any reason or for no reason at all by delivering written notice of such termination to Seller and Escrow Agent. After expiration of the Due Diligence Period, the Purchaser's right to terminate this Agreement for any reason, or for no reason at all, shall expire. If this Agreement is terminated during the Due Diligence Period or pursuant to the immediately preceding sentence, then: (i) all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate, except for rights and liabilities that specifically survive such termination; (ii) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser; and (iii) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller. All fees and costs charged by the Escrow Agent shall be paid by the Seller.

(a) Access to the Property and Cooperation. During the Due Diligence Period and during normal business hours, upon not less than twenty-four (24) hours advance notice to the Seller, Purchaser and its representatives, consultants and attorneys shall have access to the Property solely for the purpose of conducting visual, non-invasive inspections of the Property, provided that such inspection is completed without interfering with any of Seller's operations on the Property. Purchaser shall indemnify the Seller and shall hold the Seller, the Seller's agents and employees and the Property harmless from, any actions, losses, costs, damages, claims and/or liabilities, including but not limited to, mechanics' and materialmen's liens and attorney fees, proximately caused by the actions of Purchaser and/or its contractors or agents upon the Property. The Purchaser shall not permit any mechanic's, materialman's, contractor's, subcontractor's or other lien arising from any work done by the Purchaser or its agents pursuant to this Agreement to stand against the Property. The Purchaser's obligations under this Section 4(a) shall survive the termination or expiration of this Agreement. If Purchaser desires to do any invasive testing at the Conveying Property, the Purchaser may do so only after obtaining Seller's prior written consent to the same, which consent may be withheld or granted on conditions in Seller's sole and absolute discretion. The Purchaser shall promptly restore the Conveying Property to the condition the Conveying Property was in immediately prior to any such tests, at the Purchaser's sole cost and expense. The Purchaser shall provide the Seller with a complete set of plans, drawings and specifications ("Invasive Testing Plans") that define to the sole satisfaction of the Seller the invasive

testing to be performed on the Conveying Property and the names of all environmental and other consultants, contractors and subcontractors who will be performing such invasive testing (collectively "Purchaser's Consultants"). The Purchaser shall deliver the names of the Purchaser's Consultants and the Invasive Testing Plans to the Seller concurrently with its request to the Seller that the Purchaser desires to perform invasive testing (unless the names of Purchaser's Consultants have previously been provided to the Seller).

(b) Initial Due Diligence Deliveries. Not later than five (5) Business Days after execution and delivery of this Agreement to the Escrow Agent, the Seller shall provide, to the extent in Seller's possession or control the Purchaser with copies of the Property Documents by any of the following methods provide physical copies or digital copies (e.g. a pdf, tif or jpg file) by email or on a memory medium.

(c) Title. Purchaser's obligation to Close is contingent upon Purchaser's approval of all matters affecting title to or use of the Real Property (collectively, "Title Matters"). The intent of this Section 4(c) is to allow the parties to have certainty regarding the condition of title and the Title Matters which are acceptable to the Purchaser. The procedure set forth in this Section 4(c) shall not affect or otherwise limit the Purchaser's right to terminate this Agreement for any reason or no reason at all as set forth in Section 4, above. Seller shall use commercially reasonable efforts to cause the Title Company to deliver to Purchaser within five (5) Business Days of the Effective Date, a current preliminary title report for the Real Property and, to the extent possible, legible copies of all documents referred to therein ("Title Report"). Purchaser shall have ten (10) Business Days thereafter, to approve or object to any items disclosed by the Title Report. If Purchaser does not give written notice to Seller of Purchaser's approval or disapproval of any items disclosed by the Title Report within said time period, then Purchaser shall be deemed to have approved the items disclosed by the Title Report. If Purchaser gives written notice to Seller of Purchaser's disapproval of any items disclosed by the Title Report within said time period and Seller does not give written notice to Purchaser within five (5) Business Days thereafter of either: (i) Seller's elimination of or agreement to eliminate those disapproved matters prior to the close of Escrow; or (ii) Seller's agreement to provide at Seller's sole expense such title insurance endorsements relating thereto as are acceptable to Purchaser in Purchaser's sole discretion prior to the close of Escrow (each, a "Cure Notice"), then this Agreement shall terminate immediately, unless Purchaser affirmatively agrees in writing within five (5) Business Days thereafter that this Agreement will remain in full force and effect and that the previously disapproved items disclosed by the Title Report are approved by Purchaser. If the Title Company issues a supplemental title report prior to the close of Escrow showing additional exceptions to title (a "Title Supplement"), Purchaser shall have five (5) Business Days from the date of receipt of the Title Supplement and a copy of each document referred to in the Title Supplement in which to give Seller written notice of disapproval as to any additional exceptions; provided, however, Purchaser may not disapprove any exceptions that were contained in the original Title Report or are otherwise Permitted Exceptions. Purchaser's failure to deliver any such written notice of disapproval of the Title Supplement within such five (5) Business Day period shall be deemed to mean that Purchaser has approved all such additional exceptions. If Purchaser disapproves any additional exception shown in the Title Supplement, then Purchaser and Seller will have the same rights and obligations set forth above in this Section

regarding Purchaser's original review and approval of the Title Report. Notwithstanding the foregoing, Seller shall cause all Title Matters which are mechanics' liens or deeds of trust to be eliminated as exceptions to title on the Title Policy at Seller's sole expense prior to the close of Escrow, and shall not record any documents against the Property from and after the Effective Date without Purchaser's prior written consent.

5. Conditions Precedent for the Benefit of the Seller. The Seller's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Seller of all of the conditions precedent ("Conditions Precedent for the Benefit of the Seller") set forth in this Section 5. Any of the Conditions Precedent for the Benefit of the Seller may be waived by the Seller unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is expressly waived (i) by email from the Seller to the Purchaser and Escrow Agent; or (ii) in a writing signed by the Seller and delivered to the Purchaser and Escrow Agent. If the Conditions Precedent for the Benefit of the Seller are not satisfied by the deadlines set forth in this Section 5 or expressly waived, the Seller (provided the Seller is not in default hereunder) may provide emailed or written notice of the Seller's conditional termination of this Agreement to the Purchaser and Escrow Agent. After receipt of such notice of conditional termination, the Purchaser shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 5, then: (x) as set forth in the liquidated damages provision of Section 3(b)(2), above, all rights and liabilities of the Purchaser and the Seller with respect to this Agreement shall immediately terminate except those which specifically survive such termination; (y) Escrow Agent shall deliver the Deposit and all interest thereon to the Seller and shall return to the Seller all funds or other things deposited in Escrow by the Seller; and (z) Escrow Agent shall return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, less the Deposit and all interest thereon. Notwithstanding clause (x) of this Section 5, in the event of termination of this Agreement pursuant to this Section 5, the Purchaser and the Seller shall cooperate with one another, execute all documents reasonably necessary and take all reasonable steps as may be required by Escrow Agent in order to accomplish the purposes of this Section 5.

(a) Purchaser making the Deposit into Escrow, as set forth in Section 3(b)(1), above.

(b) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of Immediately Available Funds equal to the Purchase Price (less the Deposit and plus or minus expenses and prorations) as required by Section 3(c) above.

(c) The delivery by the Purchaser into Escrow at least one (1) Business Day prior to Closing of all other documents and instruments required by this Agreement or reasonably required by Escrow to complete the Closing.

(d) Purchaser not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Purchaser, and all of the Purchaser's representations and warranties under this Agreement being true and correct as of the Closing Date.

(e) As of the Closing Date, the Purchaser has not made an assignment for the benefit of creditors, filed a bankruptcy petition, been adjudicated insolvent or bankrupt, petitioned a court for the appointment of any receiver of, or trustee for, the Purchaser, or commenced any proceeding relating to the Purchaser under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or later in effect.

6. Conditions Precedent for the Benefit of the Purchaser. The Purchaser's obligation to Close shall be conditioned upon the satisfaction or emailed or written waiver by the Purchaser of all of the conditions precedent ("Conditions Precedent for the Benefit of the Purchaser") set forth in this Section 6. Any of the Conditions Precedent for the Benefit of the Purchaser may be waived by the Purchaser unilaterally; and if so waived, such conditions shall be of no further effect hereunder. Any such waiver shall be effective only if the same is (i) expressly waived by email from the Purchaser to the Seller and Escrow Agent; or (ii) in writing signed by the Purchaser and delivered to the Seller and Escrow Agent. If the Conditions Precedent for the Benefit of the Purchaser are not satisfied by the deadlines set forth in this Section 6 or expressly waived, the Purchaser (provided the Purchaser is not in default hereunder) may provide emailed or written notice of the Purchaser's conditional termination of this Agreement to the Seller and Escrow Agent. After receipt of such notice of conditional termination, the Seller shall have ten (10) Business Days to cure any non-satisfaction of a condition or other default specified in the notice of conditional termination. If such matter remains unsatisfied or the default remains uncured after the expiration of such ten (10) Business Day period, then this Agreement shall terminate at the close of business on such tenth (10th) Business Day. In the event of termination of this Agreement (and by operation of law the Escrow) pursuant to this Section 6, then: (x) the same shall be a default by the Seller; (y) Escrow Agent shall upon receipt of unilateral notice from the Purchaser, return to the Purchaser all funds or other things deposited in Escrow by the Purchaser, including without limitation, the Deposit; and (z) Escrow Agent shall return to the Seller all funds or other things deposited in Escrow by the Seller. Purchaser is not waiving any default by the Seller and nothing contained in this Section 6, including, without limitation, the immediately foregoing sentence shall be a waiver of any right of Purchaser to recover damages from the Seller for any default by Seller hereunder. All fees and costs charged by the Escrow Agent shall be paid by the Purchaser.

(a) The deposit into Escrow by the Seller of the Grant Deed in the form attached hereto as Exhibit C, duly executed and acknowledged, conveying fee simple title to the Property to the Purchaser at least one (1) Business Day prior to Closing.

(b) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed affidavit in the form prescribed by federal regulations that Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7761(a)(30) of the Internal Revenue Code of 1986, as amended.

(c) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of a duly executed California Form 593(c) or other evidence that withholding of any portion of the Purchase Price is not required by the Revenue and Taxation Code of California, at least one (1) Business Day prior to Closing.

(d) The deposit by the Seller into Escrow at least one (1) Business Day prior to Closing of all additional documents and instruments as are reasonably required by the Escrow Agent to complete the Closing.

(e) As of the Closing Date, there exists no lease, tenancy or occupancy agreement affecting the Property, except for the Property Documents.

(f) The Escrow Agent is prepared and obligated to issue the Title Policy in Purchaser's favor, upon the recordation of the Grant Deed and there are no exceptions to the Title Policy, except for the Permitted Exceptions.

(g) Seller not being in default of any of its representations or warranties under this Agreement, or any other material terms or conditions related to Seller, and all of Seller's representations and warranties under this Agreement being true and correct as of the Closing Date.

7. Representations, Warranties and Covenants; Waivers and Releases. When making the representations and warranties set forth in this Section 7, each party making a representation and/or warranty represents that the same are true, correct and complete as of the date hereof and shall be and are true, correct and complete as of the Closing Date.

(a) Representations and Warranties Regarding Authority. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents or instruments executed by them which are to be delivered at or prior to the Closing are, or on the Closing Date will be, duly authorized, executed and delivered by the Seller or the Purchaser, as applicable.

(b) Representations and Warranties Regarding Enforceability of Agreement. The Seller and the Purchaser each hereby represents and warrants to the other that this Agreement and all documents required hereby to be executed by them shall be valid, legally binding obligations of, and enforceable against, the Seller or the Purchaser, as applicable, in accordance with their terms.

(c) Seller Representations and Warranties Pertaining to Legal Matters. The Seller hereby represents and warrants to the Purchaser that:

(1) The Seller is the sole owner of the fee title interest to the Property.

(2) To the current actual knowledge of Seller, there is no pending or threatened proceeding in eminent domain or otherwise, which would affect the Property, or any portions thereof, nor any facts which might give rise to such action or proceeding.

(d) Seller Representations and Warranties Pertaining to Options. As of the Effective Date, the Seller hereby represents and warrants to the Purchaser that no person has any option or right of first refusal to purchase the Property or any parts thereof.

(e) Seller Representation and Warranty Pertaining to Documents. The Seller hereby represents and warrants to the Purchaser that to the current actual knowledge of Seller, all documents required to be delivered to Purchaser are true and correct in all material respects as of the dates set forth thereon.

(f) Seller Representation and Warranty Regarding Operation. The Seller hereby represents and warrants to the Purchaser that to the current actual knowledge of Seller, the Property Documents and the Permitted Exceptions constitute all of the oral and written agreements or understandings concerning the Property by which the Purchaser would be bound following the Closing.

(g) Seller Representations and Warranties Regarding Discovery of New Information. The Seller hereby represents and warrants to the Purchaser that if the Seller discovers any information or facts prior to Closing that would materially change any of the foregoing representations and warranties or cause any of the foregoing representations and warranties to be untrue or misleading in any respect, the Seller will promptly give the Purchaser notice of those facts and information.

(h) Current Actual Knowledge. Whenever any representation or warranty of Seller is limited to its "current actual knowledge" it shall mean the current actual knowledge of _____.

(j) Survival Period. All of the foregoing representations and warranties of Seller will survive Closing for a period of six (6) months after the Closing Date (the "Survival Period"). No claim for a breach of any, representation or warranty of Seller will be actionable or payable if Purchaser does not notify Seller in writing of such breach and commence a "legal action" thereon within the Survival Period.

(k) AS IS CONDITION. PURCHASER HEREBY ACKNOWLEDGES, REPRESENTS, WARRANTS, COVENANTS AND AGREES THAT AS A MATERIAL INDUCEMENT TO SELLER TO EXECUTE AND ACCEPT THIS AGREEMENT AND IN CONSIDERATION OF THE PERFORMANCE BY SELLER OF ITS DUTIES AND OBLIGATIONS UNDER THIS AGREEMENT THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN "AS IS, WHERE IS" BASIS, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES

OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, FUTURE OR OTHERWISE, OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE EXISTENCE OF HAZARDOUS MATERIALS OR MOLD UPON THE PROPERTY OR ANY PORTION THEREOF; (2) GEOLOGICAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, SUBSIDENCE, SUBSURFACE CONDITIONS, WATER TABLE, UNDERGROUND WATER RESERVOIRS, LIMITATIONS REGARDING THE WITHDRAWAL OF WATER AND FAULTING; (3) WHETHER OR NOT AND TO THE EXTENT TO WHICH THE PROPERTY OR ANY PORTION THEREOF IS AFFECTED BY ANY STREAM (SURFACE OR UNDERGROUND), BODY OF WATER, FLOOD PRONE AREA, FLOOD PLAIN, FLOODWAY OR SPECIAL FLOOD HAZARD; (4) DRAINAGE; (5) SOIL CONDITIONS, INCLUDING THE EXISTENCE OF INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, OR SUSCEPTIBILITY TO LANDSLIDES, OR THE SUFFICIENCY OF ANY UNDERSHORING; (6) USES OF ADJOINING PROPERTIES; (7) THE VALUE, COMPLIANCE WITH THE PLANS AND SPECIFICATIONS, SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, DURABILITY, STRUCTURAL INTEGRITY, OPERATION, TITLE TO, OR PHYSICAL OR FINANCIAL CONDITION OF THE PROPERTY OR ANY PORTION THEREOF, OR ANY RIGHTS OR CLAIMS ON OR AFFECTING OR PERTAINING TO THE PROPERTY OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, WHETHER OR NOT THE IMPROVEMENTS COMPLY WITH THE REQUIREMENTS OF TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. §§ 12181-12183, 12186(B) – 12189 AND RELATED REGULATIONS; (8) THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PROPERTY; (9) THE SQUARE FOOTAGE OF THE PROPERTY OR THE IMPROVEMENTS THEREON; (10) IMPROVEMENTS AND INFRASTRUCTURE, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE ROOF, FOUNDATION, FIXTURES, AND PERSONAL PROPERTY, IF ANY; (11) DEVELOPMENT RIGHTS AND EXTRACTATIONS; (12) WATER OR WATER RIGHTS; (13) THE DEVELOPMENT POTENTIAL FOR THE PROPERTY; (14) THE ABILITY OF PURCHASER TO REZONE THE PROPERTY OR CHANGE THE USE OF THE PROPERTY; (15) THE ABILITY OF PURCHASER TO ACQUIRE ADJACENT PROPERTIES; (16) THE EXISTENCE AND POSSIBLE LOCATION OF ANY UNDERGROUND UTILITIES; (17) THE EXISTENCE AND POSSIBLE LOCATION OF ANY ENCROACHMENTS; (18) WHETHER THE IMPROVEMENTS ON THE PROPERTY WERE BUILT, IN WHOLE OR IN PART, IN COMPLIANCE WITH APPLICABLE BUILDING CODES; (19) THE STATUS OF ANY LIFE-SAFETY SYSTEMS IN THE IMPROVEMENTS ON THE PROPERTY; (20) THE CHARACTER OF THE NEIGHBORHOOD IN WHICH THE PROPERTY IS SITUATED; (21) THE CONDITION OR USE OF THE PROPERTY OR COMPLIANCE OF THE PROPERTY WITH ANY OR ALL PAST, PRESENT OR FUTURE FEDERAL, STATE OR LOCAL ORDINANCES, RULES, REGULATIONS OR LAWS, BUILDING, FIRE OR ZONING ORDINANCES, CODES OR OTHER SIMILAR LAWS; OR (22) THE MERCHANTABILITY OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE (PURCHASER AFFIRMING THAT PURCHASER HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND THAT SELLER MAKES NO WARRANTY THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE). NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT AS OF THE EXPIRATION OF THE DUE DILIGENCE PERIOD, PURCHASER SHALL HAVE COMPLETED ALL PHYSICAL AND FINANCIAL EXAMINATIONS

RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER (IT BEING ACKNOWLEDGED AND AGREED THAT PURCHASER SHALL BE DEEMED TO HAVE INSPECTED EACH APARTMENT UNIT WITHIN THE PROPERTY) AND WILL ACQUIRE THE SAME SOLELY ON THE BASIS OF SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION FOR THE PROPERTY AFFORDED BY THE TITLE POLICY, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, AND SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT. SELLER SHALL NOT BE LIABLE FOR ANY NEGLIGENT MISREPRESENTATION OR FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER, OR ANY REAL ESTATE BROKER, AGENT, REPRESENTATIVE, EMPLOYEE, SERVANT OR OTHER PERSON ACTING ON SELLER'S BEHALF EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7 OF THIS AGREEMENT. IT IS ACKNOWLEDGED AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY PURCHASER SUBJECT TO THE FOREGOING. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, SELLER IS NOT RELEASED FROM ANY LIABILITY TO PURCHASER FOR FRAUD OR BREACH OF ANY COVENANT, REPRESENTATION OR WARRANTY SET FORTH IN THIS AGREEMENT.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS FULLY AWARE OF THE AGE OF THE PROPERTY, THAT OVER TIME VARIOUS EVENTS MAY HAVE OCCURRED ON THE PROPERTY WHICH EVENTS MAY BE TYPICAL AND(OR) ATYPICAL OF EVENTS OCCURRING TO OTHER PROPERTIES OF SIMILAR AGE TO THE PROPERTY AND SIMILARLY LOCATED IN THE CITY OF SAN DIEGO AND (OR) THE COUNTY OF SAN DIEGO, CALIFORNIA, AND THAT SUCH EVENTS MAY INCLUDE, WITHOUT LIMITATION, SLAB LEAKS, MOLD, FIRE, SHIFTING, AND VIOLATIONS OF LAWS, ORDINANCES, RULES, REGULATIONS, PERMITS, APPROVALS, LICENSES AND (OR) ORDERS OF GOVERNMENTAL AGENCIES WITH JURISDICTION OVER THE PROPERTY.

THE CLOSING OF THE PURCHASE OF THE PROPERTY BY PURCHASER HEREUNDER SHALL BE CONCLUSIVE EVIDENCE THAT: (A) PURCHASER HAS FULLY AND COMPLETELY INSPECTED (OR HAS CAUSED TO BE FULLY AND COMPLETELY INSPECTED) THE PROPERTY; AND (B) PURCHASER ACCEPTS THE PROPERTY AS BEING IN GOOD AND SATISFACTORY CONDITION AND SUITABLE FOR PURCHASER'S PURPOSES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR RELIANCE ON THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, PURCHASER SHALL PERFORM AND RELY SOLELY UPON ITS OWN INVESTIGATION CONCERNING ITS INTENDED USE OF THE PROPERTY, AND THE PROPERTY'S FITNESS THEREFOR. PURCHASER FURTHER ACKNOWLEDGES

AND AGREES THAT SELLER'S COOPERATION WITH PURCHASER WHETHER BY PROVIDING DOCUMENTS RELATING TO THE PROPERTY OR PERMITTING INSPECTION OF THE PROPERTY, SHALL NOT BE CONSTRUED AS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE PROPERTY, OR WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR RELEVANCE OF THE DOCUMENTS PROVIDED TO PURCHASER BY SELLER IN RELATION TO THE PROPERTY, PROVIDED THAT THE FOREGOING SHALL NOT BE A LIMITATION OR MODIFICATION OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

SELLER'S INITIALS

PURCHASER'S INITIALS

(l) Indemnity and Release.

(1) Indemnity. For the purposes of this Section 7(l), the term "Claims" shall mean any and all claims, obligations, liabilities, causes of action, suits, debts, liens, damages, judgments, losses, demands, orders, penalties, settlements, costs and expenses (including, without limitation, attorneys' fees and costs and any and all costs and expenses related to, whether directly or indirectly, any and all clean-up, remediation, investigations, monitoring, abatement, mitigation measures, fines or removal with respect to Hazardous Materials) of any kind or nature whatsoever. The definition of "Claims" shall include, without limitation, Claims under contract law or tort law. Each and every provision of this Section 7(l) shall survive the Closing. Purchaser acknowledges that but for Purchaser's agreement to each and every provision of this Section 7(l), Seller would not have entered into the Agreement. Purchaser, on behalf of itself, its successors, assigns and successors-in-interest ("Successors"), hereby agrees to indemnify, defend and hold Seller and Seller's successors, assigns, officers, directors, shareholders, participants, partners, affiliates, employees, representatives, invitees and agents (collectively, "Seller Parties") harmless from any and all Claims resulting from, related to, or based upon, whether directly or indirectly: (i) the breach by Purchaser of any representation, warranty, covenant or obligation contained in the Agreement, or in any other agreement, document, exhibit or instrument related hereto or referenced herein; (ii) any Claim or Claims, if the basis of such Claim or Claims arose on or after the Closing, except as noted in subparagraph (iv) below, and if the basis of such Claim or Claims arose from, is based upon, relates to or pertains to, whether directly or indirectly, the operation, management and use of the Property; (iii) any Claim or Claims which Claim or Claims (or the basis for which) arose from, is based upon, relates to or pertains to, whether directly or indirectly, any act or omission of Purchaser; and (iv) (A) any Claim or Claims that relate to the condition of the Property on or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to a lawsuit, and (B) any Claim or Claims that relate to defects in the Property (including, without limitation, patent and latent construction defects), regardless of whether said defects or the cause of the same arose either before or after the Close of Escrow, including any judgment, order or settlement under or otherwise pursuant to the lawsuit. Any defense of any or all of the Seller Parties referenced in this Section 7(l)(1), shall be at the Purchaser's sole cost and expense and by counsel selected by the Purchaser, subject to the reasonable approval of the indemnified person, which counsel may, without limiting the rights of any of the Seller Parties pursuant to the next succeeding sentence of this Section 7(l)(1), also represent the Purchaser in

such investigation, action or proceeding. If any of the Seller Parties that is being indemnified determines reasonably and in good faith that its defense by the Purchaser is reasonably likely to cause a conflict of interest or is being conducted in a manner which is prejudicial to such persons interests, such indemnified person may elect to conduct its own defense through counsel of its own choosing, subject to the reasonable approval of the Purchaser, and at the expense of the Purchaser. Purchaser hereby waives any right of subrogation as to Seller or the Seller Parties. Each and every provision of this Section 7 shall survive the Closing and but for Purchaser's agreement to each and every provision of this Section 7, Seller would not have executed the Agreement.

(2) Release and §1542 Waiver. Notwithstanding the following or anything to the contrary set forth in this Agreement, the Seller is not released from any liability to the Purchaser for fraud or breach of any covenant or warranty set forth in this Agreement. Subject to the immediately preceding sentence and the Purchaser's right to rely on the Seller's representations and warranties, Purchaser for itself and on behalf of each of its successors (collectively, the "Releasors") by this general release of known and unknown claims (this "Release") hereby irrevocably and unconditionally release and forever discharge Seller and each of the Seller Parties, including the General Partner (collectively, the "Releasees") or any of them, from and against any and all Claims of any kind or nature whatsoever, **WHETHER KNOWN OR UNKNOWN**, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which any of the Releasors now have, own, hold, or claim to have had, owned, or held, against any of the Releasees arising from, based upon or related to, whether directly or indirectly any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the Property, including without limitation, (i) the physical condition, quality and state of repair of the Property conveyed; (ii) any latent or patent defect affecting the Property conveyed, and (iii) the presence of Hazardous Materials in, on, about or under the Property or which have migrated from adjacent lands to the Property or from the Property to adjacent lands.

Except for Claims for Seller's fraud or the breach of any covenants, representations and warranties of the Seller provided in this Agreement, Releasors hereby further agree as follows:

(i) Releasors acknowledge that there is a risk that subsequent to the execution of this Agreement, Releasors may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Release is executed, including, without limitation, unknown or unanticipated Claims which, if known by Releasors on the date this Release is being executed, may have materially affected Releasors' decision to execute this Agreement. Releasors acknowledge that Releasors are assuming the risk of such unknown and unanticipated Claims and agree that this Release applies thereto. Releasors expressly waive the benefits of Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

(ii) Releasors represent and warrant that Releasors have been represented by independent counsel of Releasors' own choosing in connection with the preparation and review of the Release set forth herein, that Releasors have specifically discussed with such counsel the meaning and effect of this Release and that Releasors have carefully read and understand the scope and effect of each provision contained herein. Releasors further represent and warrant that Releasors do not rely and have not relied upon any representation or statement made by any of the Releasees or any of their representatives, agents, employees, attorneys or officers with regard to the subject matter, basis or effect of this Release.

(iii) Releasors represent and warrant to Releasees that Releasors have not and shall not assign or transfer or purport to assign or transfer any Claim or Claims or any portion thereof or any interest therein, and shall indemnify, defend, and hold the Releasees harmless from and against any Claim or Claims based on or arising out of, whether directly or indirectly, any such assignment or transfer, or purported assignment or transfer.

SELLER'S INITIALS

PURCHASER'S INITIALS

It is specifically intended that each of the Seller Parties shall be third party beneficiaries of this Section 7(l).

8. Condemnation of the Property.

(a) Condemnation. If between the Effective Date and the Closing Date, any condemnation or eminent domain proceeding is commenced that will result in the taking of any part of the Property, Purchaser may, at Purchaser's election, either:

(1) Terminate this Agreement by giving written or emailed notice to the Seller and the Escrow Agent (in which event all remaining funds or other things deposited in Escrow by Purchaser shall be returned to the Purchaser immediately from Escrow, together with any interest earned thereon and all fees and costs charged by the Escrow Agent shall be paid one-half (1/2) by the Purchaser and one-half (1/2) by the Seller; or

(2) Give written or emailed notice to the Seller and the Escrow Agent that Purchaser will proceed with the Closing, in which event the Seller shall assign to the Purchaser all of the Seller's rights, titles and interests to any award made for the condemnation or eminent domain action.

(b) Notice. If the Seller obtains notice of the commencement of or the threatened commencement of eminent domain or condemnation proceedings with respect to all of any portion of the Property, the Seller shall notify the Purchaser in writing.

9. Broker's Commission.

(a) Seller's Broker. The Seller hereby represents and warrants to the Purchaser that the Seller has not engaged any broker, agent or other person to represent the Seller in the transaction that is the subject of this Agreement.

(b) Purchaser's Broker. The Purchaser hereby represents and warrants to the Seller that the Purchaser has not engaged any broker, agent or other person to represent the Purchaser in the transaction that is the subject of this Agreement.

(c) Indemnity. The Purchaser and the Seller each agree that, to the extent any real estate commission, brokerage commission or finder's fee shall be earned or claimed in connection with this Agreement or the Closing, the payment of such fee or commission, and the defense of any action in connection therewith, shall be the sole and exclusive obligation of the party who requested (or is alleged to have requested) the services of the broker or finder. In the event that any claim, demand or cause of action for any such commission or finder's fee is asserted against the party to this Agreement who did not request such services (or is not alleged to have requested such services), the party through whom the broker or finder is making the claim shall indemnify, defend (with an attorney of the indemnitee's choice) and hold harmless the other from and against any and all such claims, demands and causes of action and expenses related thereto, including (without limitation) attorneys' fees and costs.

(d) Survival. The provisions of this Section 9 shall survive the Closing or termination of this Agreement.

10. Assignment. No party shall assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party hereto. Any attempted assignment or delegation of this Agreement by the Purchaser or the Seller in violation of this section shall be void.

11. Notices. All notices under this Agreement shall be in writing and sent (a) by certified or registered mail, return receipt requested, in which case notice shall be deemed delivered three (3) Business Days after deposit, postage prepaid in the United States Mail, (b) overnight by a nationally recognized overnight courier such as UPS Overnight, or FedEx, in which case notice shall be deemed delivered one (1) Business Day after deposit with that courier, (c) by personal delivery, in which case notice shall be deemed delivered upon the actual date of delivery, or (d) by email, in which case notice shall be deemed delivered upon the actual date of delivery. All notices shall be delivered to the following addresses:

If to Purchaser: _____

If to Seller: Housing Authority of the City of San Diego
Attn: Richard C. Gentry

1122 Broadway, Suite 300
San Diego, CA 92101

Copy to: Christensen & Spath LLP
Attn: Walter F. Spath III, Esq.
550 West C Street, Suite 1660
San Diego, CA 92101
Email: wfs@candslaw.net

If to Escrow Agent: _____

The addresses above may be changed by written notice to the other party given in accordance with this Section 11.

12. Risk of Loss.

(a) Subject to the provisions of this Section 12(a), the risk of loss or damage to the Property until the Closing will be borne by Seller. Upon the occurrence of any damage to or destruction of the Property, Seller shall within five (5) days after the occurrence of such damage or destruction give written notice to Purchaser (“Damage Notice”) specifying the estimated cost to repair or restore the Property and an estimate of the insurance proceeds, if any, that will be available with respect to such damage or destruction. The Closing shall be appropriately delayed to provide adequate time for Seller to give the Damage Notice and Purchaser to make its election provided for below.

(b) If prior to the Closing there is damage to or destruction of the Property that will cost in excess of One Hundred Thousand Dollars (\$100,000.00) to repair or restore, Purchaser shall have the right by written notice given to Seller within ten (10) days of Purchaser receiving the Damage Notice, to elect to: (i) close Escrow in such damaged condition, in which event the Purchase Price shall not be reduced and Seller shall not be obligated to repair or restore the Property and all insurance proceeds shall be assigned and payable to Purchaser, and if Seller receives any such insurance proceeds, they shall be immediately remitted by Seller to Purchaser at Closing or, if received by Seller after Closing, promptly after receipt; or (ii) terminate this Agreement, and neither party shall have any further rights or obligations to the other party, except neither party shall be relieved of any obligations provided for in this Agreement which expressly survives its termination.

(c) If prior to the Closing there is damage to or destruction of the Property that will cost One Hundred Thousand Dollars (\$100,000.00), or less, to repair or restore, Purchaser shall nevertheless close Escrow with the Property in such damaged condition, the Purchase Price shall be reduced by a commensurate amount and Seller shall not be obligated to repair or restore the

Property, and all insurance proceeds shall be assigned and payable to Purchaser, and if Seller should receive any such insurance proceeds, they shall be immediately remitted to Purchaser.

13. Prorations. Real property taxes and assessments and service and maintenance contract payments for contracts that are being assumed by the Purchaser (which assumption shall be of all service and maintenance and similar type contracts with regard to the Property to the extent same are assignable) and other expenses of operating the Property shall be prorated as of the close of Escrow. Notwithstanding anything in this Agreement to the contrary, this Section 14 shall survive the close of Escrow.

14. General Provisions.

(a) Governing Law. This Agreement shall be interpreted and construed in accordance with California law, without regard to any choice of law principles.

(b) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Captions. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions of this Agreement.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

(e) Modifications; Waiver. No waiver, modification, amendment, discharge or change of this Agreement shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties relating to Purchaser's acquisition of the Property from the Seller and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

(g) Partial Invalidity. Any provision of this Agreement which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this Agreement shall have no effect, but all the remaining provisions of this Agreement shall remain in full effect.

(h) Survival; No Merger. This Agreement, including without limitation, all representations, warranties, covenants, agreements, indemnities and other obligations of the Purchaser and the Seller in this Agreement, shall survive the Closing of this transaction during the Survival Period and will not be merged into the Grant Deed or any other document.

(i) No Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties to this Agreement and their respective successors and assigns, any rights or remedies.

(j) Time Of Essence. Time is of the essence in this Agreement.

(k) Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this Agreement shall be entitled to their expert witness fees, if any, as part of their costs of suit, and attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.

(l) Relationship. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create a relationship of principal and agent or partnership or a joint venture between the Purchaser and the Seller or between any of them and any third party.

(m) Recording. This Agreement shall not be recorded.

(n) Purchaser Approval. Where this Agreement refers to an action or approval of the Purchaser, it shall mean the approval of the President and CEO of the Purchaser, or designee, unless otherwise provided.

(o) Exhibits and Recitals Incorporated. All exhibits referred to in this Agreement are hereby incorporated in this Agreement by this reference, regardless of whether or not the exhibits are actually attached to this Agreement. The Recitals to this Agreement are hereby incorporated in this Agreement by this reference.

(p) Independent Counsel. Seller and Purchaser each acknowledge that: (a) they have been given the opportunity to be represented by independent counsel in connection with this Agreement; (b) they have executed this Agreement with the advice of such counsel, if such counsel was retained; and (c) this Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel, if such counsel was retained. The fact that this Agreement was prepared or negotiated by Purchaser's or Seller's counsel as a matter of convenience shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against either party due to the fact that Purchaser's or Seller's counsel prepared or negotiated this Agreement in its final form.

(q) Capacity and Authority. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and

warrant to one another party that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER:

By: _____

Print Name: _____

Its: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SELLER:

Housing Authority of the City of San Diego

By: _____

Richard C. Gentry
Executive Director

Approved as to Form:
Christensen & Spath LLP

By: _____

Walter F. Spath III, Esq.
Seller General Counsel

Purchase and Sale Agreement Exhibit A

Property Legal Description

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

**Purchase and Sale Agreement Exhibit B
GRANT DEED**

RECORDING REQUESTED BY,
WHEN RECORDED MAIL TO, AND:
MAIL TAX STATEMENT TO:

Attention: _____

(Space Above Line for Recorder's Use Only)

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$ _____

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area / City of San Diego

GRANT DEED

FOR VALUE RECEIVED, the Housing Authority of the City of San Diego ("Grantor"), grants to _____ ("Grantee"), all that certain real property situated in the City of _____, County of _____, State of California, described on Schedule 1 attached hereto and by this reference incorporated herein (the "Property").

SUBJECT TO the following: (a) all liens, encumbrances, easements, covenants, conditions, restrictions and other matters of record; (b) all matters which a correct survey of the Property would disclose; (c) all matters which could be ascertained by a physical inspection of the Property; (d) interests of parties in possession; (e) a lien not yet delinquent for taxes for real property and personal property, and any general or special assessments against the Property; and (f) building and zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting, regulating or relating to the use, occupancy or enjoyment of the Property.

As partial consideration for the conveyance of the Property from the Grantor to the Grantee, Grantee has agreed to construct _____ on the Property. If final inspection approval for such project is not obtained on or before 20____, then Grantor and any of its successors and assigns reserve and retain the right, at their option and at any time, to terminate Grantee's estate herein created, to re-enter and take possession of the Property, and exercise Grantor's reversionary interest in Grantee's forfeited estate. In such an event, no use or interest in the Property shall be deemed to have been acquired so as to divert or render ineffective the power of termination and reversionary interest hereby retained by Grantor. Grantee acknowledges that

Grantor is a public entity that holds said power of termination and reversionary interest in trust for the benefit of the citizens of the City of San Diego, and that any failure by Grantor to discover a breach or take prompt action to enforce any of its rights under this Grant Deed, or at law or in equity, shall not result in an equitable estoppel, but Grantor shall at all times have the legal right to enforce such rights

IN WITNESS WHEREOF, the Grantor has executed this instrument as of _____, 20__.

By: _____

(Print Name and Title)

VIII. RFP EXHIBITS

Table of Contents
RFP Exhibits

The complete document set of exhibits is located at the following Google Drive link:
<https://drive.google.com/drive/folders/1s3gDmMm6A2mjRybleCds7VrSG90EBV>

Phase 1:

- Phase 1 Feasibility Study: The Development of SDHC Site 428
- Leighton Phase 1 Conclusions and Recommendations
- Phase 1 Biological Resource Constraints Analysis
- Architectural Site Density Plan
- Concept Grading Famosa Boulevard
- 6A Proforma #1
- 6B_Site 428 Proforma #2
- 6C_Proforma #3

Phase 2:

- Phase 2 Feasibility Study: The Development of SDHC Site 428