

VALLEJO CITY UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATION FOR THE SALE OF SURPLUS SCHOOL DISTRICT PROPERTY

FARRAGUT ELEMENTARY SCHOOL SITE

December 2021

Pursuant to Education Code Sections 17466 and 17536, on October 20, 2021, the Board of Education (the “Board”) of the Vallejo City Unified School District (“District”), adopted Resolution No. 2982 which authorized the solicitation of proposals for the sale of the District’s Farragut School Site, located south of Farragut Avenue, between Sacramento Street and Mare Island Way, Vallejo, California, APN 0055-044-170; (the “Property”).

***NOTE:** As required by California law, the District has provided notice to qualifying public districts, public authorities, public agencies, public corporations, other political subdivisions in this state, certain nonprofit charitable and public benefit corporations (collectively, the “Public Sector”) of the District’s intent to dispose of the Property, as well as certain other eligible public and private sector entities in accordance with applicable provisions of the Education Code and the Government Code. These efforts have not resulted in the sale or transfer of the Property.*

***The District reserves the right to reject any and all bids,
pursuant to Education Code Section 17476.***

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VALLEJO CITY UNIFIED SCHOOL DISTRICT**REQUEST FOR PROPOSALS AND STATEMENT OF QUALIFICATIONS FOR
THE SALE OF SURPLUS SCHOOL PROPERTY LOCATED AT:**

**Farragut School Site: located South of Farragut Avenue between Sacramento Street
and Mare Island Way, City of Vallejo**

I. PURPOSE

To solicit proposals (“Proposals”) for the sale of the above- referenced property (the “Property”).

A. SUMMARY

On January 15, 2020, the Vallejo City Unified School District’s (“District”) Board of Education (“Board”) accepted the recommendation of the District’s Surplus Property Advisory Committee to declare the Property surplus. On August 4, 2021, the Board adopted Resolution No. 2965, declaring the Property surplus and authorizing the sale or lease of the Property. On October 20, 2021, the Board adopted Resolution No. 2982, which authorized the solicitation of proposals for the sale of the Property.

The Board authorized solicitation of Proposals concurrently to the public, non-profit sectors as required by California State (“State”) law and the private sector, as set forth in the below Sections II(A) and II(B), for the sale of the Property.

The District shall review all Proposals separately. The District reserves the right to select any qualified proposal in accordance with the California Education Code, or to reject any and all Proposals, for the Property, either written or oral, and withdraw the Property from sale.

The District’s goal is to accommodate the highest and best price from the best qualified bidder. It shall be the purchaser’s responsibility to secure the best land use of the Property as possible based on the City of Vallejo’s preferred use of the Property as set forth and described herein in Section IV (B). Any division of a particular Property shall be subject to compliance with the California Subdivision Map Act, codified in Government Code Sections 66410, *et seq.*, (the “Act”) as discussed herein, along with any other applicable law, local ordinance or regulation.

B. USE OF PROCEEDS

Proceeds from any potential sale of the Property may be used by the District for capital outlay, maintenance costs and educational facility needs required by the District, along with other authorized expenditures.

II. GENERAL INFORMATION AND SUMMARY OF CONCURRENT PROCEDURES

A. PUBLIC SECTOR

Pursuant to Education Code Sections 17464 and 17536, *et seq.*, and Government Code Sections 54220, *et seq.*, the District provided notice of the District's intent to dispose of the Property to qualifying public agencies, certain nonprofit and public benefit corporations, and interested charter schools, (the "Public Sector"), which thereafter had **sixty (60) days** to enter into good faith negotiations with the District for the purchase, lease or exchange of the Property.

The District has not received any timely proposals from the Public Sector and has otherwise been unable to finalize a transaction with any Public Sector entity within the timeframe prescribed by law. Accordingly, the District may consider proposals from the Private Sector pursuant to this RFP process.

B. PRIVATE SECTOR

The following actions have occurred or are anticipated to occur in this matter.

1. On August 4, 2021, the Board adopted Resolution No. 2965 declaring the Property surplus and the District's intent to dispose of the Property.
2. On October 20, 2021, the Board adopted Resolution No. 2982 declaring the District's intent to dispose of the Property to the Private Sector by sale, lease, or exchange, and establishing terms and conditions.
3. Pursuant to Education Code Section 17469, the District shall provide notice to the Private Sector of the adoption of Resolution No. 2982 of the availability of the Property for sale, by publication once each week for three (3) consecutive weeks. The District shall post any notices as required by law.
4. The Board has obtained appraisals for the Property determining the Property's current fair market value. The appraisals establish a minimum price for the Property.
5. **A tour will be held at the Property:**
Date / Time: January 5, 2022 at 12:00 pm
6. **A bid conference** for the Property will be held virtually:
Date / Time: January 12, 2022 at 10:00 am
<https://us06web.zoom.us/j/85059418111>
Meeting ID: 850 5941 8111
Dial in: +1 669 900 6833

7. Notwithstanding the requirement set forth in Section II(A) pertaining to the Public Sector, any Private Sector individual or entity desiring to purchase, lease or exchange the Property shall notify the District in writing of such intent in accordance with the procedures set forth in this RFP.

THE DEADLINE FOR SUBMISSION OF SEALED PROPOSALS FROM PRIVATE ENTITIES SHALL BE:

FEBRUARY 10, 2022 at 2:00 PM.

All Proposals shall be submitted to:

Mr. Mitchell Romao, Assistant Superintendent of Operations
Vallejo City Unified School District
665 Walnut Ave
Vallejo, CA 94592

NOTE: It is the responsibility of Respondent(s) to verify that its written Proposal complies with the requirements of this RFP, inclusive of deposits as set forth herein, and has been delivered to and received by the District prior to the submittal deadline as set forth above. Incomplete Proposals and Proposals received after the deadline shall be rejected as non-compliant with this RFP.

8. The Board shall receive and consider the written, sealed Proposals at the second regularly- scheduled meeting (“Meeting”) of the Board on February, 2022 at 7:00 p.m. in compliance with Education Code Section 17472. The Meeting will be held at Vallejo City Unified School District, 665 Walnut Ave, Vallejo, CA 94592.
9. Before taking action to approve any written Proposal, the Board shall call for oral bids at the Meeting, pursuant to Education Code Section 17473. Oral bids must conform to the terms and conditions in this RFP. Oral bids must exceed by at least five percent (5%) the highest written Proposal (based on net proceeds to the District, taking into consideration terms, conditions and risk). Succeeding oral bids shall exceed the previous bid amount by two percent (2%) or per instructions of the Board. The highest conforming Proposal shall be accepted by the Board, unless a higher oral bid is accepted, or the Board determines to reject all bids and Proposals. Prior to the Board’s final acceptance of a Proposal, oral bids shall be reduced to writing and signed by the oral bidder and submitted to the Board.
10. The Board’s final acceptance of the highest Proposal or oral bid shall be made at the Meeting, or at an adjourned meeting to be held within ten (10) days thereafter, in accordance with Education Code Section 17475.

11. Any written clarification of or modification to this RFP shall be delivered to all parties on the Respondent's list.
12. The Board reserves the right to accept or reject any and all Proposals and bids pursuant to Education Code Section 17476 and to extend the bidding deadline as deemed appropriate by the Board.
13. Except as otherwise provided herein, any Proposal containing contingencies based upon non-compatible general plan amendments, zone changes, proposed density changes, alternative land uses, or non-compliance with the City of Vallejo, the County of Solano, state or federal ordinances or statutes, may not be considered.
14. Any proposed division of the Property into separate parcels is subject to the Act. The District reserves the right to require in any purchase and sale agreement that the closing of the transaction with the District shall not be postponed or delayed due to a buyer's desire to subdivide the applicable Property.
15. Any time extensions for contingency review shall be solely at the discretion of the District and may require additional deposits.
16. Prior to Board action, the District and its designees shall review for completeness and compliance, all Proposals received. All information acquired by the District and its designees in such process shall remain confidential and shall not be disclosed to third parties prior to the District's Board meeting as described at Section II (B)(8) above.
17. Any and all requests for additional information must be made in writing to the District Consultant at the following address:

District Consultant
Landis Graden
DCG Strategies, Inc.
7600 Dublin Blvd, Ste. 275
Dublin, CA 94568
listings@dcgstrategies.com

[Remainder of page intentionally left blank]

III. PROPERTY INFORMATION

Verification of the following information is the responsibility of each Respondent. The District makes no representation or warranty with respect to the truth or accuracy of the following information.

A. DESCRIPTION OF PROPERTY

DISTRICT SURPLUS PROPERTY

- Farragut School Site (APN 0055-044-170)

Located on the southside of Farragut Avenue, between Sacramento Street to the east and Wilson Avenue to the west in the City of Vallejo.

5.21-acre improved school site.

MINIMUM PRICE: \$2,900,000

B. GENERAL INFORMATION

1. Land Use Regulations

The Property is designated under land use categories designated in the City of Vallejo's General Plan. All Respondents must adhere to all land use and zoning regulations.

NOTE: The District makes no representations, warranties, or assurances regarding the City of Vallejo's General Plan, zoning, ordinances, or entitlement procedures. Respondents are advised to rely on their own research and due diligence with the City of Vallejo, County of Solano, and applicable public agencies, utility companies, title companies, and others when evaluating the suitability of the Property for Respondent's intended use.

2. Subdivision Map Act

In the event this RFP is responded to by individuals or entities who desire to create more than one development parcel, said Respondents shall be responsible for the preparation of the parcel maps in accordance with the requirements of the Act, along with all related costs and fees. *See also* Section II(B)(12).

3. Constraints

Any and all constraints on the suitability and development capability of the Property are to be identified by the Respondents.

4. Utilities

It is Respondents' responsibility to verify all information regarding utilities.

5. Toxics

The District makes no representations, warranties, or assurances regarding the environmental condition of the Property. It shall be the Respondents' responsibility to research the condition of the Property, including any environmental issues on the Property.

6. Fees

Traffic impact fees, development impact fees, and all other fee requirements shall be the responsibility of the Respondent.

C. **DUE DILIGENCE RESEARCH AND REGULATORY REVIEW**
DISCLAIMERS

1. Preliminary Title Report ("Title Report")

A Preliminary Title Report has been prepared for the Property and is available at <https://www.dropbox.com/sh/3ry8rvyjd7lm11u/AADIt-vlIG-T2LGbCQ1znF24a?dl=0>

NOTE: The District makes no representations or warranties regarding the truth or accuracy of the Title Report, which has been prepared by a third party independent of the District and is being provided through the District only as a convenience and courtesy.

2. As-Is Conveyance

Each Respondent shall be responsible for performing its own due diligence research in order to develop an independent understanding and acceptance of the Property, including, without limitation, the Property boundary, size, topography, environmental condition and title. Each Respondent is individually responsible to investigate and take into consideration the existing physical nature of the Site, including, but not limited to, soils, geology, seismic, hazardous materials, ground water, liquefaction, archeology, biota, and other matters which bear on use suitability and development cost.

NOTE: The Property is offered "as-is", without any representations or warranties other than the District's ability to transfer title to the Property to the successful Respondent upon close of escrow.

3. Single Parcel

If the Property is a single parcel, then any division of the Property for purposes of subsequent sale, lease, or encumbrance is subject to compliance with the provisions of the Act.

4. No Reliance

Nothing herein may be relied upon regarding the City of Vallejo and/or other public agency processing, legislative amendments, and/or approval of entitlements, map approvals, environmental approvals, grading or building permits in regard to the Property.

5. Land Use Review

For more information regarding land use and regulatory review, contact the City of Vallejo as applicable.

IV. PROPOSAL TERMS, CONDITIONS AND REQUIREMENTS

A. REQUIRED INFORMATION

The Proposal shall include information required by the Respondent's Response Form attached as Exhibit "B" for purchase.

**** Public agencies are only required to submit a detailed letter of interest to commence negotiations. If negotiations are successful, then the terms and conditions shall be reduced to writing followed by a Purchase & Sale Agreement. ****

B. USE OF PROPERTY AND RESPONDENT'S PROPOSED DEVELOPMENT PLAN FOR THE PROPERTY

The Proposal should describe in detail intended use(s) of the Property, including a detailed outline of Respondent's anticipated development plan for the Property (if applicable). Any anticipated development plan must be in a format consistent with all plan development processing requirements of the City of Vallejo. The District may not consider a Proposal that presents a risk of not being fulfilled because of unrealistic expectations of the Respondent as to land use, zoning approvals by the City, County, and state and federal agencies. Any Proposal proposing a land use which requires an unusual General Plan amendment or zone change, is contingent upon known or pending ordinances, or is highly controversial or problematic may be rejected. Any Proposal which envisions a division of the Property into separate parcels must comply with the Subdivision Map Act. Respondents should describe their understanding of the application process and procedures, and concurrent processing.

C. TRANSACTION OPPORTUNITIES

The District will consider Proposals to purchase the Property. Each Proposal for purchase shall include written minimum quantifiable terms of the purchaser acknowledging which Property is subject to the Proposal; price; terms of payment; rate of interest, if not all cash; length of escrow; contingencies; and special provisions, if any. A sample table of contents from the District’s template purchase and sale agreement is attached as “Exhibit C” as a convenience to Respondents.

The Proposal shall contain a comprehensive development approval plan, including financing for the proposed project. There shall be no financial risks to the District. **The District shall not subordinate title of the Property as a contingency to the RFP.**

D. ECONOMIC TERMS AND CONDITIONS

The following are terms for the purchase of the Property.

1. Minimum Price

A base line appraisal of the Property fair market value has been prepared and is to be used by the District as a benchmark in determining value and evaluating Proposals for sale. Per the updated appraisal, the District has set the minimum purchase price per the table below.

Table 1: Minimum Price		
Property (APN)	Acres	Minimum Price
Farragut: 0055-044-170	5.21	\$2,900,000

2. Processing, Obtaining Permits and Other Approvals:

Processing of all applications for federal, state, County, City and other agency approvals and permits, development applications and other entitlements, and satisfaction of conditions of those permits and other approvals are the sole obligation and responsibility of the Respondent and shall be at the Respondent’s sole cost and expense, provided, however, that District will, as owner of the Property, consent to be a co-applicant for any parcel/subdivision map approvals and other agency requirements in a manner and form acceptable to the District.

3. Deposits

- a. A Twenty-Five Thousand Dollar (\$25,000.00) good faith deposit (“Initial Deposit”) in the form of a cashier's check, payable to the District, shall accompany the Proposal.

- b. Within forty-eight (48) hours of the execution of a definitive purchase and sale agreement (“PSA”), an additional deposit in the amount of 5% of the Purchase Price (“Additional Deposit”) in the form of a cashier’s check, payable to the escrow, shall be delivered to the escrow holder. The Initial Deposit and Additional Deposit shall be credited to the purchase price at close of escrow, as applicable, and, except as set forth in Section IV(D)(6) below, shall be considered non-refundable.
- c. At the end of the Due Diligence Period described in Paragraph IV(D)(5) below, the Initial Deposit and the Additional Deposit shall be released to the District. The Initial Deposit and the Additional Deposit shall be credited to the purchase price and shall be considered non-refundable except as set forth in Section IV(D)(6), below.
- d. If the successful Respondent does not perform in accordance with the terms of an accepted Proposal or executed agreement for sale, as applicable, the Initial Deposit and the Additional Deposit shall be retained by the District without further notice to Respondent or action by the District subject to Section IV(D)(6), below.

4. Agreement

A purchase and sale agreement (“PSA”) between the District and the successful Respondent shall be executed within twenty-one (21) days of the date of the Board’s acceptance of such Respondent’s Proposal. Failure to execute a final agreement within the twenty-one (21) day period shall, at the discretion of the Board, be deemed a termination of the Board’s acceptance of Respondent’s Proposal.

5. Due Diligence Period

Upon acceptance of the Proposal by the District and execution of a final PSA, due diligence shall commence for a period of **sixty (60) days** (the “Due Diligence Period”). Pursuant to the successful Respondent’s written request to the District, one thirty-(30)-day extension may be granted if needed by the Respondent to complete technical studies of the Property or conclude test results.

6. Return of Deposits

The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Site or a title defect in the title to the Property during the Due Diligence Period; provided, however, that the Respondent shall notify the District in writing of such defect, and the District shall have **sixty (60) days** to correct such defect prior to considering a refund of the

Initial Deposit or the Additional Deposit. Subsequent to the expiration of the Due Diligence Period, the Initial Deposit and the Additional Deposit shall be refunded to the Respondent only in the event the District is unable to deliver title to the Site at the close of escrow as evidenced by a policy of title insurance.

7. Escrow; Length of Escrow

Escrow shall be opened for any purchase. Escrow shall close as soon as possible, and the closing date shall be specifically set forth in Respondent's Proposal. The District reserves the right to negotiate the Respondent's proposed closing date if not acceptable to the District. The Respondent shall deposit the balance of the purchase price into escrow within five (5) days prior to close of escrow.

8. Title Report Requirements

In the event a Respondent desires a particular title company, escrow company or type of title policy, the name of the title company or escrow company and type of title policy required shall be clearly stated in the Proposal.

9. Interest and Special Considerations

Interest and other special considerations shall be clearly stated in the Proposal.

10. Net Proceeds

Respondent shall be responsible for clearly describing the net proceeds to the District at the close of escrow.

V. PROPOSAL AND BID PROCEDURE

A. DATA AND MATERIALS

Each Respondent shall submit **three (3) copies and a USB Flash Drive** of its Proposal together with information required by the Respondent's Response Form, attached as Exhibit "B". Following receipt of the Proposals, the District shall review each submittal and may request clarification or additional information and materials.

Execution of the Respondent's Response Form shall be by an authorized person, persons or agent representing the Respondent with evidence of the written authority of such authorized person, persons or agent to bind the Respondent.

THE DEADLINE FOR SUBMISSION OF SEALED PROPOSALS FROM PRIVATE ENTITIES SHALL BE: FEBRUARY 10, 2022 at 2:00 PM.

B. PROPOSAL

The following information shall be included in the Proposal:

1. Respondent's name, address and telephone number.
2. Name, address and telephone number of authorized agent along with the name, address and telephone number of Respondent's broker, if applicable.
3. Proposed land use and development plan: each Respondent shall submit a written description of the proposed use(s) and conceptual site plan (including proposed parcel boundaries). The District acknowledges that such materials are subject to change.
4. Respondent's financial data, including specific information establishing that the Respondent has sufficient financial resources to undertake and complete the purchase with the District. Respondent's financial capacity must be under the control and discretion of a primary entity that can stand alone. Respondent shall provide proof of existing credit facilities and/or cash to purchase Property and provide a description of how Respondent intends to purchase Property.
5. Key team members: Respondent shall submit the resume of each key team member and the team member's anticipated role in the project.
6. District shall hold each Proposal confidential during its consideration and final acceptance of such Proposals. However, after acceptance, all Proposals are deemed public records.

C. RESERVATION OF RIGHTS BY DISTRICT

THE BOARD RESERVES THE RIGHT TO REJECT ALL PROPOSALS REGARDING THE PROPERTY. (Education Code Section 17476.)

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VI. DISTRICT REPRESENTATIVES

For further information, the Respondent may contact:

District Consultant
Landis Graden
DCG Strategies, Inc.
7600 Dublin Blvd, Ste. 275
Dublin, CA 94568
Tel: (925) 237-9059
Email: listings@dcgstrategies.com

and

District Counsel
Addison Covert
Parker & Covert LLP
2520 Venture Oaks, Way, Suite 190
Sacramento, CA 95833
Tel: (916) 245-8677
Email: acovert@parkercovert.com

All questions shall be made in writing for review by District Consultant and District Counsel.

The District Consultant and Counsel are independent contractors of the District and are not authorized by the District to make any representations to any Respondent without the prior approval of the District. If any Respondent wishes to rely on the information furnished by the District Consultant, the Respondent shall submit a request for such information in writing to the District Consultant for prior approval and consent of the District. The request will be referred to the District by the District Consultant, and the District will reply in writing. All special requests and replies, if any, will be circulated to all Respondents who would therefore be entitled to amend their Proposals.

VII. INDEMNIFICATION

Notwithstanding any other provision contained herein, Respondents, by submitting a Proposal, shall be deemed to waive any claim or cause of action against the District and its agents, trustees, consultants and representatives for failure to follow any applicable provision of the Education Code and/or Government Code regarding surplus property under District control, or the Act, which might invalidate the Proposal process, or delivery of title. Further, Respondents shall defend, indemnify and hold District, its agents, trustees, consultants and representatives harmless from any and all claims, obligations and/or liability, including attorneys' fees and costs, in connection with the review, investigation, research, RFP process, acquisition of title, including, but not limited to, approval of any parcel/subdivision map, claims for commissions and other matters related to this RFP and the declaring of the Property as surplus and available for sale, lease or exchange, including,

but not limited to, the fees and costs of defending actions and/or proceedings and any award of damages adjudged or ordered associated with this process. The provisions of this indemnity shall become part of the PSA and shall survive any applicable close of escrow.

VIII. BROKER'S COMMISSIONS

The District shall not pay or be obligated to pay any Respondent's real estate broker's commission or Respondent's finder's fee in connection with this RFP or the Proposal process. Any and all commissions or fees for agents of the Respondent shall be paid by the successful Respondent.

IX. DISCLOSURES TO RESPONDENTS

A. DEVELOPMENT APPLICATIONS

The District has no obligation for preparing or processing development applications or parcel/subdivision maps. Nor shall the District be responsible for any development or permit application fees or costs. The District takes no responsibility for any successful Respondent obtaining entitlements and permits for development of the Property from the City of Vallejo, the County of Solano, or other jurisdictional agency. However, District shall, as owner of the Property, consent to the successful Respondent's processing of entitlement requests and with District's advance written approval, may act as co-applicant for any parcel/subdivision map requested.

B. AGENCY REVIEW

The Respondents may be required to have land use and development concepts and proposals reviewed by the relevant city and other jurisdictional agencies as part of the process for this RFP.

C. NO REPRESENTATIONS OR WARRANTIES

The descriptive statements herein are offered for the purpose of information only. The Respondent shall be responsible for performing all due diligence in investigating and researching all aspects of the Property and applicable laws, regulations, policies, and fees affecting any and all development of the Property. The Respondent may not rely on the descriptive statements herein as assurances, representations or warranties by the District, its agents, trustees, consultants or representatives.

D. NO IMPROPER INFLUENCE

The Respondents shall not in any way attempt to influence any member of the Board or any District employee. The District reserves the right to reject the Proposal of any party that violates this provision or appears to violate this provision.

EXHIBIT "A"

SITE LOCATION

Farragut School Site

Located South of Farragut Avenue between Sacramento Street and Mare Island Way, City of Vallejo

APN: 0055-044-170



EXHIBIT “B”

RESPONDENT PROPOSAL FORM

EXHIBIT B

RESPONDENT PROPOSAL FORM

Proposal for Vallejo City Unified School District:

Property Address: _____

APN: _____

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (*e.g.*, the Respondent's proposed purchase terms and the Respondent's Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide **three (3) copies and a USB Flash Drive** of the complete Proposal packet to the District by the deadline set forth in the RFP.

NOTE: Incomplete Proposals and Proposals received after the deadline set forth in the RFP shall be rejected as non-compliant.

1. Name, address, and phone number of Respondent: _____

2. Description of Respondent's organization:

- Sole Ownership
- Partnership
- Limited Partnership
- Limited Liability Company
- Corporation
- Government Agency
- Non-Profit Corporation
- Other _____ (Describe.)

3. Please attach Respondent's Proposal, with all the information requested in Section IV(C)(1) of the RFP, pertaining to purchase terms, and all the information requested in Section V(B)(3) of the RFP, pertaining to proposed land use and development plan. All price and terms shall be incorporated into a final Purchase and Sale Agreement (the "PSA").

4. Please attach Respondent's Statement of Qualifications, with the information and documentation requested in Section V(B)(4) and Section V(B)(5) of the RFP.

5. Title/Escrow Company requested: _____

6. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent's responsibility.)

7. Submit a good-faith non-refundable deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the “Initial Deposit”), in the form of a cashier’s check, payable to District. (Please enclose.)

SPECIAL NOTICES TO RESPONDENT REGARDING THE DEPOSITS.

Respondent, in executing and submitting the Proposal to the District, acknowledges and accepts the following terms and conditions regarding the deposits, pursuant to Section IV(D)(6) of the RFP:

- a. The Initial Deposit of Twenty-Five Thousand Dollars (\$25,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the purchase price, as set forth in paragraph d, below. _____ (Initial)
 - b. Within forty-eight (48) hours of execution of a definitive purchase and sale agreement (“PSA”), the successful Respondent shall deliver to the escrow holder an additional sum in the amount of 5% of the Purchase Price (the “Additional Deposit”), in the form of a cashier’s check, said sum to be non-refundable but applicable to the purchase price, as set forth in paragraph d, below. _____ (Initial)
 - c. At the end of the Due Diligence Period, the Initial Deposit and the Additional Deposit shall be released to the District. _____ (Initial)
 - d. In accordance with Section IV(D)(6) of the RFP, all of the deposits and any installment payments described in paragraphs a through c hereof shall be credited to the purchase price at the close of escrow and shall be considered non-refundable, except as provided herein. The District shall refund the Initial Deposit and the Additional Deposit if the Respondent discovers a physical defect existing on the Property or a defect in the title to the Property during the due diligence period; provided however that the Respondent shall timely notify the District in writing of such defect and the District shall have **sixty (60) days** to correct such defect prior to considering a refund of the Initial Deposit and Additional Deposit. Subsequent to the expiration of the due diligence period, the Initial Deposit and the Additional Deposit shall be refunded to the Respondent only in the event the District is unable to deliver title to the Property at the close of escrow as evidenced by a policy of title insurance. _____ (Initial)
8. The undersigned, as Respondent, does hereby declare and certify the following:
 - a. Respondent has examined the Property as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum price for the Property is set forth in Table 1 of this RFP.
 - d. After receiving and considering written Proposals, the Board of Trustees (“Board”) shall call for oral bids. Oral bids must conform to the terms and conditions of the RFP, and must exceed the prior bids as instructed by the Board. Oral bids shall be reduced to writing, signed by the oral bidder, and submitted to the Board.

- e. The award of the Proposal will be made to the highest responsible and responsive Respondent.
- f. If awarded the bid, Respondent shall enter into the purchase and sale agreement (“PSA”) with the District for the sale of the Site in an “AS IS” condition.
- g. Respondent shall be bound by the deposit requirements specified herein.
- h. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Mitch Romao, Assistant Superintendent of Operations, within five (5) calendar days of the award of the Proposal to the successful Respondent by the Board. Such protests will be considered by District staff who will respond in writing to the protester with the District’s determination. If the District’s determination is unacceptable to the protester, the protester shall have the opportunity to be on the agenda of the next available meeting of the Board provided that the protester notifies the District staff who responded to the protest of such request within five (5) calendar days of receipt of the District’s determination. At the Board meeting, the protester shall have an opportunity to provide written and oral arguments to the Board. The Board shall make a decision on the validity of the protest within twenty (20) days following such meeting and shall provide the protester with a written copy of such decision. The decision of the Board regarding the validity of the protest shall be final.
- i. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute a PSA within twenty-one (21) days of the Board’s final acceptance of Respondent’s Proposal. At the discretion of the Board, failure to execute a PSA within twenty-one (21) days shall be deemed a termination of the Board’s acceptance of Respondent’s Proposal. Upon execution of a PSA, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the PSA.
- j. Respondent acknowledges that the purchaser shall bear all costs associated with the recording fees, documentary and transfer taxes, title insurance premiums, other escrow costs and other costs as specified in the RFP.
- k. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in the District’s RFP. _____(Initial)
- l. Respondent has examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all Addenda.)

ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____

9. Price Prior to Oral Bids: Respondent hereby proposes the following purchase price with respect to the Property:

IN WORDS: _____
 IN FIGURES: \$ _____

NOTE: In the event of a conflict between the bid amount in figures and the bid amount in words, the bid amount in words shall govern.

ALL RESPONDENTS ARE ADVISED THAT, IN ACCORDANCE WITH EDUCATION CODE SECTION 17476, THE VALLEJO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS AND ORAL BIDS.

PROPOSAL SUBMITTED BY:

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Address and Phone Number

Signature of Additional Respondent or Additional Authorized Agent, if applicable

Typed/Printed Name and Title

Address and Phone Number

If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of the authorized officers or agents, and the document shall bear the corporate seal. If Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. If Respondent is an individual, his or her signature shall be placed above.

EXHIBIT “C”

**TABLE OF CONTENTS FOR
FUTURE PURCHASE AND SALE AGREEMENT**

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**
dated _____, 2022

BETWEEN

VALLEJO CITY UNIFIED SCHOOL DISTRICT
a political subdivision of the State of California
("Seller")

and

("Buyer")

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Exhibit “A” – Legal Description

Exhibit “B” – Seller’s Certification of Non-Foreign Status Under Foreign Investment in Real Property Tax Act

Exhibit “C” – Description of Project

VALLEJO CITY UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 2

**REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATION
FOR THE SALE OF SURPLUS SCHOOL DISTRICT PROPERTY**

FARRAGUT ELEMENTARY SCHOOL SITE

This Addendum No. 2 is issued to furnish information that is supplemental to, will clarify, or modify the Request for Proposals and Statements of Qualifications for the Sale of Surplus School District Property (“RFP/SOQ”), for the Vallejo City Unified School District’s Farragut Elementary School Site. This Addendum addresses the following:

- A. Clarifies the date of the second regularly scheduled Board meeting, that meeting in which the Board will receive written and oral bids for the potential sale of the Property.
- B. Provides potential bidders with information regarding the damage caused to the Property by vandalism.
- C. Provides responses to inquiries submitted to the District on or before January 12, 2022.

All other terms and conditions of the RFP/SOQ remain unchanged. Posting of this Addendum constitutes notice to all parties of the information contained herein.

-
- A. This Addendum is hereby issued to make the following change to the RFP/SOQ to clarify the date of the second regularly scheduled Board meeting, that meeting in which the Board will receive written and oral bids for the potential sale of the Property:

II. B.8. The Board shall receive and consider the written, sealed Proposals at the meeting of the Board on February 16, 2022 at 4:00 p.m. (“Meeting”) in compliance with Education Code Section 17472. The Meeting will be held at Vallejo City Unified School District, 665 Walnut Ave, Vallejo, CA 94592.

- B. This Addendum is further issued to provide potential bidders with the following information regarding the damage caused to the Property by vandalism:

By way of this Addendum No. 2, the District notifies potential bidders of significant damage caused to the Farragut Elementary School Site by vandalism. Damage includes, but is not limited to, removal of wiring, transformers and other electrical equipment, broken fixtures, damage to walls and floors, and damage to HVAC systems. The District is currently working with its insurance carrier and contractors to identify the full extent of the damage and make plans for remediation. The District is prepared to remediate the damage and restore the premises to working order should the Board of Education direct the repairs to be made. The Board will make

the decision whether to proceed with the repairs based upon identification of the winning bidder.

The District is currently working with a private security firm to provide extra security at the Farragut Elementary School Site in order to prevent a recurrence of the vandalism. Enhanced security features include cameras with night vision and audio communication and patrols.

- C. This Addendum provides the following responses to inquiries submitted to the District on or before January 12, 2022, in regard to the proposed sale of the District's Farragut property. The inquiries and the District's answer are as follows:

Inquiry 1: What's the process by which the property can be viewed?

Answer 1: The District previously conducted tours of both properties on January 5, 2022 at 11:00 AM for the Rollingwood site and January 5, 2022 at 12:00 PM for the Farragut site. There are no additional tours scheduled at this time.

Inquiry 2: Should we reach out to the District directly about seeing the property?

Answer 2. See Inquiry 1 and Answer 1 above.

Inquiry 3: What is the process for all the checks you will be receiving?

Answer 3: The deposits will be held in an escrow account.

Inquiry 4: Are cashier's checks held in trust or an escrow account?

Answer 4: See Answer 3 above.

Inquiry 5: Would submission of a written bid preclude a party from an oral bid?

Answer 5: No, submission of a written bid does not preclude a party from also submitting an oral bid.

Inquiry 6: If the oral bid is an all-cash bid, would that be equally true?

Answer 6: Yes. A subsequent bidder would be entitled to submit an oral bid, even if the earlier bid was an all-cash bid.

Inquiry 7: So if you have a written bid that is higher but contingent on approvals how do you evaluate that and oral bidding against another bid that might be all cash and a faster close? In one case you are just getting an option payment and in the other you are getting a bid for purchase?

Answer 7. At the School Board meeting in which the property is scheduled for sale, the

Board after reviewing and considering all written bids received, will identify the highest bidder whose written bid complies with all terms and conditions of the District's Resolution of Intention to Sell the Property ("ROI"), and the requirements outlined in the District's Request for Proposals and Statement of Qualifications ("RFP/SOQ"). The Board may thereafter declare that written bidder to be eligible to enter into a purchase agreement with the District. That purchase agreement will contain provisions consistent with the terms and conditions of the ROI, the RFP/SOQ and other bid documents and written material submitted by the successful written bidder. Thereafter at that same meeting, the District will call for oral bids. To be considered, any oral bid submitted must exceed by at least 5% the highest responsible written bidder's bid whose written bid has been previously considered eligible for award. The highest oral bidder must thereafter be determined by the District to be a responsible bidder and capable of meeting the terms and conditions specified in the District's ROI and the requirements outlined in the District's RFP/SOQ. No oral bid will be accepted by the District until that oral bid has been reduced to writing and included in a signed written document containing terms and conditions consistent with the ROI and the RFP/SOQ, demonstrating the responsibility of the oral bidder.

The District recognizes it may receive purchase offers with short periods of escrow prior to closing and also recognizes it may receive purchase offers that include longer periods of escrow prior to closing, such as offers that require some level of development project approval on the site from an outside agency, including but not necessarily limited to the City of Vallejo. The District's Board may award the sale to the highest bidder who is also a responsible bidder, submitting a proposal conforming to all terms and conditions of the Board's ROI and consistent with the RFP/SOQ. In the alternative, the Board may choose not to authorize the sale.

Inquiry 8: In other words, if someone puts a minimum option payment down effectively with a condition on entitlements, a 5 percent higher bid would be higher than the option payment of the effectively entitled property. Is that what you are saying the process is?

Answer 8: No. Please see Inquiry 15 and Answer 15.

Inquiry 9: What date will you have the responses to our answers?

Answer 9: Questions asked up to and at the Pre-Bid Conference of January 12, 2022, will be answered by way of this Addendum No. 2. Questions asked between January 13-31, 2022 will be answered by way of a separate addendum, to be issued on or before February 4, 2022.

Inquiry 10: In the RFP there was mention of a physical defect as related to the property which is in reference to the return of a deposit and then there's also some language in here about how the respondent should submit whatever their contingencies are. I guess my question would be after the refundability of the deposit on the one hand the way it is written it almost makes it seem like once that deposit is in you're not getting it back unless there are some physical defects discovered. Or is

that really not the case and a bid can be written however the respondent wants to write it with respect to when that deposit could become refundable?

Answer 10: See Inquiry 18 and Answer 18 below.

Inquiry 11: So in answer to my question where I asked you to address what you mean by physical defects specifically, is it the case that only a physical defect or title issue will allow for the refunding of the deposit or are there other contingencies that can be written by the respondents?

Answer 11: See Inquiry 18 and Answer 18 below.

Inquiry 12: What happens if the minimum bid isn't reached?

Answer 12: In this situation, the Board could award the property for an amount determined by the Board to be acceptable.

Inquiry 13: Can the District just continue to hold these properties indefinitely?

Answer 13: Owning and disposing of the District's property is at the prerogative of the Board of Education.

Inquiry 14: I guess it goes without saying, but I just want to clarify, at this sort of Texas-style whatever bidding process, the highest price will be disclosed to everybody?

Answer 14: Yes.

Inquiry 15: What if the highest price is a very high number but with a guy who basically didn't include anything else in the proposal and has no capability whatsoever and it's just sort of stuck in there? It's completely not credible.

Answer 15: At the School Board meeting in which the property is scheduled for sale, the Board after reviewing and considering all written bids received, will identify the highest bidder whose written bid complies with all terms and conditions of the District's Resolution of Intention to Sell the Property ("ROI"), and the requirements outlined in the District's Request for Proposals and Statement of Qualifications ("RFP/SOQ"). The Board may thereafter declare that written bidder to be eligible to enter into a purchase agreement with the District. That purchase agreement will contain provisions consistent with the terms and conditions of the ROI, the RFP/SOQ and other bid documents and written material submitted by the successful written bidder. Thereafter at that same meeting, the District will call for oral bids. To be considered, any oral bid submitted must exceed by at least 5% the highest responsible written bidder's bid whose written bid has been previously considered eligible for award. The highest oral bidder must thereafter be determined to be a responsible bidder by the District and capable of meeting the terms and conditions specified in the District's ROI and the requirements outlined in the District's RFP/SOQ.

No oral bid will be accepted by the District until that oral bid has been reduced to writing and included in a signed written document containing terms and conditions consistent with the ROI and the RPF/SOQ, demonstrating the responsibility of the oral bidder.

Inquiry 16: Is it still the highest price and you have to be 5 percent above that?

Answer 16: See Inquiry 15 and Answer 15.

Inquiry 17: Let's say you have two written bids on the Farragut property for \$3 million. Then someone else comes in and bids 10 million in written form, but it's kind of not credible with crazy conditions or whatever. If someone just threw out a random number and they do not have potentially the experience nor the financial capacity to perform on it, how would that be considered when offers are being assessed?

Answer 17: See Inquiry 15 and Answer 15.

Inquiry 18: We have been unable to clearly determine how the initial \$25,000 deposit and the Additional Deposit is suggested to be handled. Is there someone who can confirm what the request is in the RFP for how the deposit would be treated at the stages of offer submittal, offer acceptance by the Board and also at the end of the Due Diligence Period?

Answer 18: All bidders are required to submit a cashier's check for \$25,000 ("Initial Deposit") at the time of submitting their Proposal. The Initial Deposit will be returned if the bidder is not selected as the winning bidder by the Board.

Within 48 hours after execution of the Purchase and Sale Agreement with the successful bidder, an additional deposit of 5% of the purchase price ("Additional Deposit"), in the form of a cashier's check payable to escrow, shall be delivered to the escrow holder. The Initial Deposit and the Additional Deposit are to be credited to the purchase price at close of escrow and are considered non-refundable unless the purchaser discovers a physical defect existing on the Property or a title defect identified during the Due Diligence Period (60 days) and provides notification and permits the District an opportunity to cure and correct. Subject to the expiration of the Due Diligence Period, in the event of title issues relating to the Property, the Initial Deposit and the Additional Deposit shall be refunded only if the District is unable to deliver title at the close of escrow as evidenced by a policy of title insurance. In the event a physical defect on the Property is not capable of correction, the Initial Deposit and the Additional Deposit may be subject to refund. The final terms and conditions for the Deposits as described in the RFP/SOQ shall be subject to revision depending upon on the format, timeline, development terms, and other applicable provisions as agreed upon in the Purchase and Sale Agreement for the Property between the purchaser and the District.

Inquiry 19: Will there be a comprehensive assessment of the electrical damages that occurred at the Farragut property?

Answer 19: This question is addressed separately in section B of this Addendum No. 2.

Inquiry 20: Are the portables included in the sale of the property

Answer 20: Portables are included in the purchase price. All buildings and portables will be repaired, provided the purchaser desires the buildings.

Please sign and date below as acknowledgement of receipt of Addendum No. 2 and include with your submittal.

Company Name

Signature of Respondent or Authorized Agent

Typed/Printed Name and Title

Date