

VALLEJO CITY UNIFIED SCHOOL DISTRICT

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

ROLLINGWOOD UNDEVELOPED 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. 2981, which authorized the solicitation of proposals for the sale of the District’s Rollingwood Site, located at the west side of Rollingwood Drive, north of the intersection of Rollingwood Drive and Benicia Road, Vallejo, California, APN 0072-170-050 and 0072-170-060 (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.***

TABLE OF CONTENTS

I. PURPOSE

A. Summary 1

B. Use of Proceeds..... 1

II. GENERAL INFORMATION AND SUMMARY OF CONCURRENT PROCEDURES

A. Public Sector 2

B. Private Sector 2

III. PROPERTY INFORMATION

A. Description of Property 5

B. General Information..... 5

C. Due Diligence Research and Regulatory Review Disclaimers..... 6

IV. PROPOSAL TERMS, CONDITIONS AND REQUIREMENTS

A. Required Information..... 7

B. Use of Property 7

C. Transaction Opportunities..... 8

D. Economic Terms and Conditions..... 8

V. PROPOSAL AND BID PROCEDURE

A. Data and Materials 11

B. Proposal..... 11

C. Reservation of Rights by District..... 12

VI. DISTRICT REPRESENTATIVES 12

VII. INDEMNIFICATION 13

VIII. BROKER'S COMMISSIONS..... 13

IX. DISCLOSURES TO RESPONDENTS

A. Development Applications..... 13

B. Agency Review..... 14

C. No Representations or Warranties 14

D. No Improper Influence..... 14

LIST OF EXHIBITS

- A. Site Location
- B. Respondent’s Proposal Form
- C. Draft Purchase and Sale Agreement – Table of Contents

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

Rollingwood Site: West Side of Rollingwood Drive, North of the intersection of
Rollingwood Drive and Benicia Road, 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. 2966, declaring the Property surplus and authorizing the sale or lease of the Property. On October 20, 2021, the Board adopted Resolution No. 2981, 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. 2966 declaring the Property surplus and the District's intent to dispose of the Property.
2. On October 20, 2021, the Board adopted Resolution No. 2981 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. 2981 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 11:00 am
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

- Rollingwood Site (APN 0072-170-050; 0072-170-060)

Located on the west side of Rollingwood Drive, north of the intersection of Rollingwood Drive and Benicia Road, in the City of Vallejo.

17.72 gross area vacant site.

MINIMUM PRICE: \$4,800,000

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.

Previously conducted environmental reports are available at <https://www.dropbox.com/sh/4cjfhmpccy1w3kb/AAB5cvDJS8ajRI2EPjFGyFDSa?dl=0>

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

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/4cjfhmpccy1w3kb/AAB5cvDJS8ajRI2EPjFGyFDSa?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 respective property. 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 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
Rollingwood: 0072-170-050 and 0072-170-160	17.72	\$4,800,000

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, but in no event shall be later than 30 days following approval of Tentative Map and all appeals periods, if applicable. 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.

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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: 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 development project.
6. Relevant experience: Respondent shall submit a minimum of six (6) examples of similar projects completed within the past ten (10) years. A similar project is defined as a project where the Respondent entitled, acquired and/or developed a site with 50 or more units. Projects with less

than 50 units do not qualify as a similar project and will not apply to the six examples required. Example projects should include the project name, site address, number of units, Respondent's role in the project, key team members and their roles in the project, along with the project completion date.

7. 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.)

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.

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EXHIBIT "A"
SITE LOCATION

Rollingwood

West Side of Rollingwood Drive, North of the intersection of Rollingwood Drive and Benicia Road, City of Vallejo

APN: 0072-170-050

APN: 0072-170-060

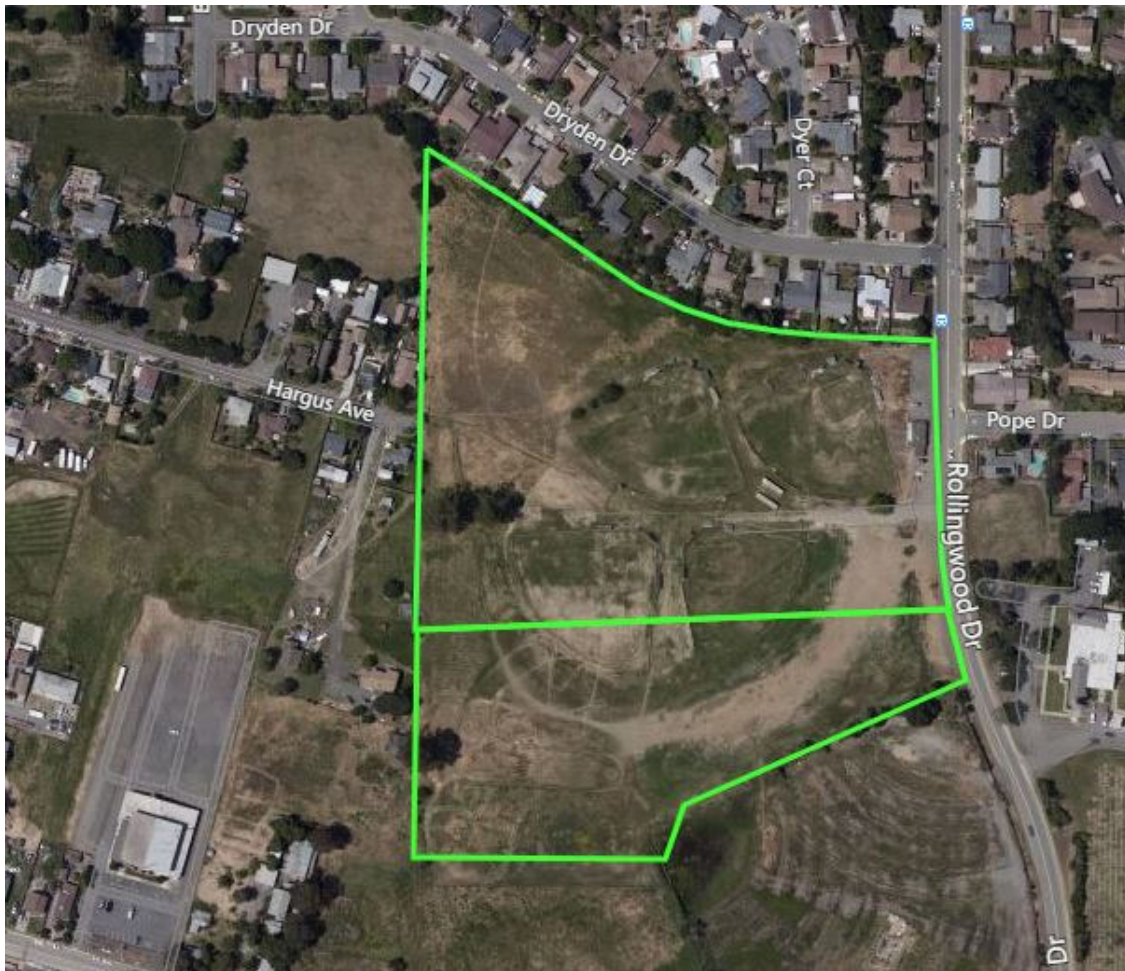


EXHIBIT “B”
RESPONDENT PROPOSAL FORM

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, the Respondent's land use and development plan, 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), Section V(B)(5) and Section V(B)(6) 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 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")

Table of Contents

1.	Purchase and Sale	5
2.	Purchase Price.....	5
3.	Acknowledgment of Full Benefits and Release.....	5
4.	Deposit	6
5.	Escrow.....	6
6.	Conditions of Title	7
7.	Due Diligence	7
8.	Conditions Precedent to Buyer's Performance.....	8
9.	Conditions Precedent to Seller's Performance	9
10.	Seller's Representations and Warranties	10
11.	Buyer's Representations and Warranties.....	13
12.	Close of Escrow	13
13.	Closing Costs	15
14.	Real Estate Broker	15
15.	Possession	16
16.	Remedies Upon Default.....	16
17.	Damage or Condemnation Prior to Closing.....	17
18.	Notices	17
19.	Assignment	18
20.	Successors	18
21.	Legal Fees	18
22.	Brokers' Fees.....	18
23.	Time of the Essence	18
24.	Entire Agreement	18

25.	Amendment to this Agreement	18
26.	Exhibits and Schedules	18
27.	Third-Party Rights	18
28.	Severability	18
29.	Waivers	18
30.	Survival of Covenants.....	19
31.	Counterparts.....	19
32.	Governing Law	19

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