

OAK GROVE SCHOOL DISTRICT

**REQUEST FOR PROPOSALS
FOR THE LICENSED USE OF ATHLETIC FIELD
PROPERTY**

**Athletic Track and Field located at
Caroline Davis Intermediate School
5035 Edenvue Dr. San Jose, CA 95111**

RFP Issuance Date: November 3, 2025

I. INTRODUCTION AND BACKGROUND

The Oak Grove School District (“District”) is seeking proposals from parties (“Respondents”) interested in using the athletic track and field located on the District’s Caroline Davis Intermediate School Property, as more particularly identified in the map depiction attached hereto as Exhibit “A” (the “Property”).

The District is willing to consider entering into a license agreement to allow the selected Respondent non-exclusive use of the Property pursuant to the terms of a license agreement with the District. Respondents are encouraged to submit a proposal in accordance with the requirements set forth herein. The District will review all submitted proposals in accordance with the Proposal Process discussed below. If the District is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the license will be documented in a formal license agreement to be entered into by the District and the successful Respondent.

As set forth herein, the Respondent’s use of the Property will be governed by a non-exclusive license that will identify the specific days and times during which the Respondent will have access to the Property and define the applicable terms and conditions of the Respondent’s use. The Property will be available Saturdays from 12:00 pm to 10:00 pm and Sundays from 7:00 am – 10:00 pm starting January 1, 2026. The District will provide a calendar of dates on which the Property will not be available in those windows prior to commencement of the license period. The District will not consider entering into a leasehold agreement or any other agreement that grants the Respondent any ownership or permanent possessory interest in the Property.

All proposals must be received by 4:00 PM on Wednesday, December 3, 2025 (the “Proposal Deadline”).

II. THE PROPERTY

The license area will be the track and field area of Caroline Davis Intermediate School located at 5035 Edenview Dr. San Jose, CA 95111. The area is referred to on the site map attached as Exhibit “A.”

III. QUALIFICATIONS/ PROPOSAL REQUIREMENTS

The District invites qualified persons and/or entities to submit proposals in response to this RFP. Proposals shall comply with the requirements set forth herein. Respondents must provide the following basic information:

1. Name and contact information of Respondent.
2. A statement of qualifications that includes the following information:
 - a. Is the Respondent a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify.
 - b. Has the Respondent or its board, officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain.

- c. Is there pending litigation against the Respondent entity or its board, officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.

Item(s) submitted should be sufficient to permit the District to determine the Respondent's financial capacity to fund the proposed license of the Property.

3. Description of the planned or intended use of the Property, along with any and all statements required by the Proposed License Guidelines provided in Section IV below.

IV. PROPOSED LICENSE GUIDELINES

The purpose of this RFP is to give Respondents the flexibility to submit proposals that will meet their specific needs. However, the following guidelines are provided to summarize the terms that the District would like to see within the final license agreement between the District and selected Respondent(s). Respondents will be required to enter into a license agreement drafted by the District, which will include the terms discussed herein and in Respondent's proposal. The District may consider all Respondents submitted pursuant to this RFP and, at its sole discretion, may enter into direct negotiations with any Respondent during which the terms and conditions of the license may be negotiated to determine if the parties can reach a mutually acceptable license agreement. However, the following guidelines are provided to indicate the terms that the District is likely to accept and/or require.

- The District will give high priority to the Respondent offering the highest benefit to the District, including monthly license fees, community benefit, and proposed investments into the community over the term of the license agreement.
- Respondent must identify the total length of the license term. The District is looking to license the Property for a license term of no less than 12 months, from January 1, 2026, through and including December 31, 2026, and no more than 18 months, from January 1, 2026 through and including June 30, 2027.
- Respondent must identify the proposed monthly license fee, along with proposed increases during the term of the license, based on the total length of term sought by the Respondent. Respondents must also confirm they will provide a Security Deposit equal to one (1) month of the monthly license fee proposed by the Respondent.
- Respondent must identify community benefits to be provided by the Respondent over the term of the license agreement
- Respondent must identify proposed investments into the Property and community by the Respondent over the term of the license agreement.
- Respondent must describe in detail the anticipated use of the Property during the term of the license. The District will consider all uses generally appropriate for athletic fields located on school district property but reserves the right to reject any proposal that suggests a use that the District, at its sole discretion, deems inappropriate for the Property.

- The District is making the Property available in its current “as-is” condition and will not consider any proposals that require or suggest major changes or renovations to the Property. The District, at its sole discretion, may consider minor alterations to the Property during the term of the license upon prior written request from the selected Respondent. However, Respondents must confirm that they will maintain the Property in its current condition unless the District grants permission for specific alterations on the Property. Respondents may indicate specific alterations they anticipate requesting in their proposals, which the District may reject at its sole discretion. Respondents must also present a plan demonstrating how they plan to install and remove any equipment from the Property (such as soccer goals) before and after each use and store such equipment in a way that does not damage or obstruct the Property in any way.

Respondent shall identify the insurance it will carry during the entire term of the license agreement, and identify the limits on its insurance coverages, for claims arising from the Respondent’s use of the Property. The District’s minimum insurance coverage requirements, include, but are not limited to one million dollars (\$1,000,000) liability for injury to persons and one million dollars (\$1,000,000) liability for property damage, with the District named as an additional insured.

- The District will not pay for any broker’s commission and/or finder’s fee incurred by the Respondent applicable to the license of the Property.

V. PROPOSAL PROCESS

1. The District will begin accepting proposals upon the date of issuance of this RFP, and will continue to accept proposals until the Proposal Deadline as noted above. Proposals must be submitted to the address set forth in Section VII below. Respondents are solely responsible for ensuring their Proposals are received by the deadline set forth herein. All dates herein are subject to change at the sole discretion of the District.
2. Proposals shall include three (3) copies of the proposal along with any exhibits, brochures or other marketing materials. Respondents submitting fewer than three (3) copies may be considered “non-responsive.”
3. All Proposals should be verified before submission. Adjustments will not be permitted after submission to the District. The District will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of their Proposal. The District reserves the right to reject any and all submittals, or to waive any irregularities or information in the submittals. As noted above, the District further reserves the right to further negotiate with some, any, or all of the Respondents to establish the specific terms of the license for the Property.
4. Proposals may be mailed or personally delivered to the address listed in section VII, below. All proposals shall be sealed and clearly marked: “Oak Grove School District Davis Intermediate Track and Field License Proposal: Attn: Mark Evans.” Respondents shall be solely responsible for ensuring its proposal arrives to the District by the deadline set forth above. The District shall not be responsible for any issues or delays related to mail delivery.

5. Telephone or electronic submittals will not be accepted.
6. Any costs incurred by the Respondents in the preparation of any information or material submitted in response to this RFP shall be the sole responsibility of the Respondent.
7. The District reserves the right to reject any and/or all proposals, refuse to negotiate or to withhold the award of any license agreement for any reason. The District may also waive or decline to waive irregularities in any proposal.
8. The District may begin negotiations with selected Respondents at the District's discretion.
9. Upon selection of a Respondent, the District shall provide a license agreement for negotiation by the Parties which will set forth the terms and conditions of the license. The District reserves the right to terminate this process at any point prior to the approval of the license agreement by the Board, and solicitation of proposals through this RFP in no way obliges the District to proceed with or enter into any agreement.

VI. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive property of the District. All Proposals received in response to this RFP become a matter of public record and shall be regarded as public records. Respondents recognize that the District, as a public agency, is subject to compliance with the California Public Records Act, and proposals may be subject to disclosure in accordance with applicable law.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Oak Grove School District shall not be in a position to establish that the information contained in any Proposal is a trade secret. If a Public Records Act request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the District will provide the entity making the Proposal in question with reasonable notice before releasing the information. However, the District will comply with its Public Records Act requirements unless the entity making the Proposal seeks and obtains protection from disclosure by a court of competent jurisdiction.

VII. RECEIPT OF PROPOSALS; CONTACT INFORMATION

Proposals shall be received by, and additional information may be obtained from, the following "District Contact":

Mark Evans
Associate Superintendent of Business
Oak Grove School District
6578 Santa Teresa Blvd
San Jose, CA 95119
Email: mevans@ogsd.net

Any questions regarding the Property or the RFP process must be emailed to the District Contact pursuant to the requirement of Section IX below.

All RFP responses must also be addressed and delivered to the District Contact by the Proposal Deadline at the address above, through hand delivery or mail. The District is not responsible for any problems or issues with the mail delivery system and therefore, Respondents must take all acts necessary to ensure the delivery of the RFP response. All correspondence with the District Contract should be done in writing: Any oral statement made to or by the District Contact shall not be considered part of the RFP and shall in no event bind the District.

VIII. PROPERTY VISIT

If Respondents want to review the Property, they must contact the District Contact to schedule a guided visit and cannot enter the Property without the District's prior written permission.

IX. QUESTIONS

Any party who has questions about the Property may submit questions in writing to the District via email to the District Contact. The District shall respond to questions submitted on or before 3:00 PM on November 18, 2025, in writing via an addendum. Questions received after this date and time will not be answered. Answers to any such questions, as well as the questions themselves, will be shared in an addendum (if needed), and will be posted on the District's website under the Business Services tab on or before 3:00 PM November 21, 2025. The District shall not provide responses to any oral questions, and any oral statement made by any person shall not be construed as part of the District's RFP package.

X. CONDITIONS AND LIMITATIONS

This RFP does not represent an offer or commitment by Oak Grove School District to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a response to this request. The proposal and any information made a part of the proposal will not be returned to the Respondent. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondent's submittal to be rejected by the District. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

The District has sole discretion and reserves the right to reject any and all proposals received with respect to this RFP and to cancel the RFP at any time prior to entering into a License Agreement. It should be noted explicitly that there is no "bidding" process intended with this submission review process, and this invitation is not an offer by the District to enter into an agreement to negotiate or any other agreement, nor is a response by an interested party to be considered as an offer that may be accepted by the District. Neither the District nor any Respondent will be bound to any agreement unless that agreement is in writing, approved by the District's Board, and executed by both the interested party and an official authorized by the District.

The District reserves the right to request clarification of the RFP or additional data without changing the terms of the RFP. The District reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this

RFP. The District may entertain or make a proposal that may not conform to this RFP and may adopt terms that may have been proposed by a party not selected. Decisions of the District may be based on subjective as well as objective evaluations. As set forth herein, in no event shall the District be responsible or liable for any costs incurred or associated with and Respondent's efforts to respond to this RFP.

EXHIBIT "A"

DESCRIPTION OF PROPERTY

The License Area will be the track and field area of Caroline Davis Intermediate School Property, located at 5035 Edenview Dr. San Jose, CA 95111.



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