



**CAMBRIAN SCHOOL DISTRICT  
SARTORETTE ELEMENTARY SCHOOL, SAN JOSE, CA  
SUMMARY OF RFQ/P QUESTIONS & RESPONSES**

**Updated September 11, 2026**

**(See revisions to Response No. 8 and 23, and Attachment 2)**

| No.                                       | Question                                                                                                                                                                                                                      | Response                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RFQ/P Process</b>                      |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                  |
| 1.                                        | Can the Cambrian School District (District) schedule an additional site inspection prior to the Response Due Date to provide interested parties with another opportunity to inspect the site?                                 | <b>A second Site Inspection will be held on Tuesday, September 8, 2026 from 11:00 am to 1:00 pm.</b>                                                                                                                                                                                                             |
| 2.                                        | Can the District provide a legible map of the Exhibit G option area with its approximate acreage?                                                                                                                             | See the expanded aerial map (Attachment 1) which indicates the approximate area.                                                                                                                                                                                                                                 |
| 3.                                        | The RFQ/P references a P&L, bank letter, and three references. Should the references reflect the proposing entity (LLC), a principal, or both? Does the District have a preferred format or template that should be used?     | Responses should include those who are able to confirm information about your organization as a Tenant, and the principals and operators. There is no preferred format.                                                                                                                                          |
| 4.                                        | Will financial statements marked "Confidential" be withheld from public disclosure to the extent permitted by the California Public Records Act, and will they be reviewed only by the District's evaluation team?            | Yes.                                                                                                                                                                                                                                                                                                             |
| <b>Leasing Process and Contract Terms</b> |                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                  |
| 5.                                        | When will the lease term begin? Is a start date of July 1, 2028 possible?                                                                                                                                                     | The property is available immediately. The District will evaluate each party's proposed Lease Commencement Date as part of their proposal and decision process for selection.                                                                                                                                    |
| 6.                                        | Section 20 of the Draft Lease Agreement contemplates subleasing with District consent but leaves the allocation of sublease profits incomplete. What is the District's approval process and profit allocation for subleasing? | Any proposed sublease of space will need to be compliant with all local permits and zoning codes. The selected Tenant will need to submit the proposed sublease tenant to the District for approval, which will not be unreasonably withheld. Any proposed profit allocation will depend on the proposed area to |

| No. | Question                                                                                                                                                                                                                                               | Response                                                                                                                                                                                                                                                                                                                                                                       |
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|     |                                                                                                                                                                                                                                                        | be subleased. In all cases, the Tenant will be responsible for the full payment of rent and all other terms and conditions as agreed to in the Final Lease Agreement.                                                                                                                                                                                                          |
| 7.  | Can the selected Tenant sublet portions of the premises to community partners and/or others, and does that include Soccer Shots and buildings? Is District consent required for each sublease or only for the initial structure?                       | See response to No. 6 above.                                                                                                                                                                                                                                                                                                                                                   |
| 8.  | Are the eight (8) portable buildings part of the leased premises?                                                                                                                                                                                      | <del>Yes.</del> There are seven (7) portables that are part of the lease. Portable No. 6 was destroyed and has been removed.                                                                                                                                                                                                                                                   |
| 9.  | Does the District's roof, exterior wall, and Capital Repair obligations under Section 6.E of the Draft Lease Agreement extend to the portables? If a portable reaches the end of its useful life during the term, whose responsibility is replacement? | Yes, to the obligations listed in the Draft Lease Agreement. The existing portables are in good condition, and the District does not anticipate any portable replacements during the term of the lease.                                                                                                                                                                        |
| 10. | Will the storage sheds on campus be available as part of the leased premises?                                                                                                                                                                          | This can be negotiated with the District as part of the Final Lease Agreement.                                                                                                                                                                                                                                                                                                 |
| 11. | Are the solar panels (both existing and those currently being installed) part of the lease and fully available for use? Is there additional cost (such as a solar lease) associated with the panels that the lessee is expected to be responsible for? | The solar panels and the power generated are for powering the buildings. As part of the Final Lease Agreement, the Tenant and District will agree to the ongoing fixed capital costs, which includes normal maintenance to these structures as a reimbursable. The Tenant will receive the benefits from the reduction in normal electric costs due to the solar panel offset. |
| 12. | What has the annual solar True-Up payment been in the past? With the new panels being added, is an annual True-Up payment expected?                                                                                                                    | The True-Up payment in 2025 was \$4,513. The District expects annual True-Up bills in the future.                                                                                                                                                                                                                                                                              |

| No. | Question                                                                                                                                                                                                                                                                                                       | Response                                                                                                                                                                                                                                                                                    |
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| 13. | Will the new solar panels being installed be on NEM 3 billing with PG&E? Was the school previously on NEM 3?                                                                                                                                                                                                   | NEM B-6 billing was used for the existing solar panels. PG&E will determine which billing system will be used for the new panels.                                                                                                                                                           |
| 14. | How are the solar panels currently configured relative to the site's utility meters, and does the District have a preferred approach to allocating the associated cost savings?                                                                                                                                | See response in Nos. 11 - 13 above.                                                                                                                                                                                                                                                         |
| 15. | If a future recapture covers the portion of the grounds hosting the solar panels, how does the District envision this being managed and how would it affect the lease (including any cost-savings allocation under Section 14.E)?                                                                              | The District and selected Tenant will address this as part of the Final Lease Agreement.                                                                                                                                                                                                    |
| 16. | Sections 5.A and 5.B of the Draft Lease Agreement leave the security deposit and first payment amounts blank. How will these be determined?                                                                                                                                                                    | The typical security deposit and first month's rent will be based on the approved Tenants' monthly stabilized rent as well as their creditworthiness.                                                                                                                                       |
| 17. | Is the District aware of how the County Assessor has treated possessory interest taxation at its existing leased sites, and can any such assessment information be shared to help respondents estimate this cost?                                                                                              | There are no ad valorem taxes currently being assessed against the property. Collection of possessory taxes will depend on the legal status of the Tenant. Each prospective tenant will need to verify this with their legal advisor.                                                       |
| 18. | Section 10.C of the Draft Lease Agreement leaves the recapture notice period blank. What notice period does the District intend to implement? Is a 24-month written notice possible?                                                                                                                           | The District will not have any recapture provisions during the initial 10 years of the lease for all areas of the property, exclusive of the option area. If the proposed lease is longer than 10 years, the prospective Tenant shall provide a proposal to address this in their response. |
| 19. | Would the District consider more specific recapture language in the final lease to clarify the current recapture wording, which is broad ("all or any portion of the Property for educational or other District purposes"), while the RFQ/P and Exhibit G indicate the intent relates to the field area. Could | This should be addressed as part of your response.                                                                                                                                                                                                                                          |

| No.                                   | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Response                                                                                                                                                                                                                                                                     |
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|                                       | the language include a defined area, excluding buildings, parking, and drop-off circulation?                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                              |
| 20.                                   | Public materials suggest various options for the excess land at Sartorette have been considered without a fixed decision to date. Is there flexibility to work with the selected tenant on what that future project could look like — for example, recapturing less acreage so the school retains some playing fields, or jointly planning a development that serves the community, the District, and the school (such as a multi-purpose gym, sports facility, or community center)? | The District has no current plans to use this portion of the property. Any decision will be made by the District Board; however, notice to the Tenant will be given in a timely manner in order to facilitate a discussion between the parties prior to any final decisions. |
| 21.                                   | If governmental approvals (or another item outside the lessee's control) require more than the 45-day Due Diligence Period provided, would the District consider a reasonable extension?                                                                                                                                                                                                                                                                                              | This should be addressed as part of your response.                                                                                                                                                                                                                           |
| 22.                                   | What has been the policy regarding neighborhood access to the campus? Is the campus expected to be open to the public after a certain time? Will maintaining a neighborhood access policy be required as part of the lease?                                                                                                                                                                                                                                                           | The District will lease the entire property; as such, there will be no required access for the public. The selected Tenant will determine how to “interact” with the neighborhood regarding access to the property.                                                          |
| <b>Building Information/Condition</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                              |
| 23.                                   | Section III of the RFQ/P states the Property contains structures totaling approximately 33,113 square feet including eight portable buildings, while Exhibit F (7-11 Committee Final Report) lists building square footage of 38,623 square feet. Which figure should respondents use, and can the District provide a breakdown of building area (permanent buildings and portables) or a room schedule?                                                                              | Based on the existing tenant vacating their space, the final total area available to lease is <del>38,623</del> 37,663 square feet. Attachment 2, Sartorette Campus SF provides a revised breakdown of the building area.                                                    |

| No. | Question                                                                                                                                                                                                                                                             | Response                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 24. | Exhibit C site map is noted as difficult to read. Can the District provide a more legible version of the site plan and/or floor plans for the campus?                                                                                                                | See attached updated site map (Attachment 3).                                                                                                                                                                                                                                                                                                                                                                |
| 25. | Does the District interpret the Draft Lease Agreement as requiring DSA review for interior tenant work that is non-structural, and cosmetic in nature (paint, flooring, casework), or does DSA review apply to structural alterations and additions only?            | Cosmetic and non-structural improvements require approval from the District, but do not require DSA review and approvals. All other work will require District approval and will need to be submitted for review and approval by DSA prior to commencement.                                                                                                                                                  |
| 26. | Is the campus in compliance with local and state accessibility standards, and are there any notable ADA deficiencies the District is currently aware of that would need correction? Please provide any ADA or CASp compliance report for the Property, if available. | The District, as part of the improvements to this campus, addressed all ADA issues during the camps modernization from 2022-2025. There is no separate ADA or CASp compliance report available.                                                                                                                                                                                                              |
| 27. | What has been the historical costs for taxes, insurance, maintenance, and repairs?                                                                                                                                                                                   | As previously stated, no ad valorem taxes are assessed. The District participates in an Insurance Joint Powers Authority (JPA), which combines costs for all participating schools; therefore, there is no separate amount attributable to the school that can be individually identified. The District also completed extensive modernization and capital improvement projects during the 2022–2025 period. |
| 28. | The August 2025 fire alarm inspection report posted with the 7-11 Committee materials notes an uncorrected deficiency (damaged heat detectors at Portable P8). Will life-safety systems be brought into good working order prior to commencement of the lease?       | Yes.                                                                                                                                                                                                                                                                                                                                                                                                         |
| 29. | Can the District summarize the scope of the 2025 modernization (e.g., HVAC, windows, interiors)? Is a detailed report available?                                                                                                                                     | There is no formal summary; however, the District and selected Tenant may address the modernization as part of the Final Lease Agreement.                                                                                                                                                                                                                                                                    |

| No. | Question                                                                                                                                                                                                                                                                                                                                         | Response                                                                                                                                                                                                                                                              |
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|     |                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                       |
| 30. | Excluding the 2025 modernization, can the District provide a schedule of major capital investments and system replacements (roof, HVAC, plumbing, electrical) carried out at the Property in the past 15 years? If the District maintained a schedule of planned rolling upgrades for the Property in coming years, please provide that as well. | As noted above, there is no formal summary, however the District and selected Tenant may discuss this as part of the final Lease Agreement.                                                                                                                           |
| 31. | Can the District share historical annual utilities and grounds/maintenance expense for the Property?                                                                                                                                                                                                                                             | The District will provide the selected Tenant with electrical, gas, and water invoices for the past year. Grounds/maintenance expenses are included as part of the District's staffing costs for all sites and cannot be separately allocated to the individual site. |
| 32. | If the solar panels are included in the lease, does the solar system have batteries attached (or will they be provided with the current upgrades)?                                                                                                                                                                                               | There are no batteries attached to the solar system.                                                                                                                                                                                                                  |

ATTACHMENT 1  
EXPANDED AERIAL MAP - OPTION AREA



**ATTACHMENT 2**  
**(Revised 9/11/26)**

**CAMBRIAN SCHOOL DISTRICT**  
DISTRICT CAMPUS SF

**SARTORETTE ELEMENTARY SCHOOL**

| BUILDING TYPE | SF |
|---------------|----|
|---------------|----|

|            |       |
|------------|-------|
| Building A | 6,159 |
| Building B | 5,592 |
| Building C | 4,770 |
| Building D | 7,220 |
| Building E | 2,258 |
| Building F | 4,944 |

|    |     |
|----|-----|
| P1 | 960 |
| P2 | 960 |
| P3 | 960 |
| P4 | 960 |
| P5 | 960 |
| P6 | 960 |
| P7 | 960 |
| P8 | 960 |

|                                 |               |
|---------------------------------|---------------|
| <b>TOTAL CAMPUS BUILDING SF</b> | <b>37,663</b> |
|---------------------------------|---------------|

|            |       |
|------------|-------|
| Building A | 6,159 |
| Building B | 5,592 |
| Building C | 4,770 |
| Building D | 7,220 |
| Building E | 2,258 |
| Building F | 4,944 |

|                          |               |
|--------------------------|---------------|
| <b>TOTAL BUILDING SF</b> | <b>30,943</b> |
|--------------------------|---------------|

|    |     |
|----|-----|
| P1 | 960 |
| P2 | 960 |
| P3 | 960 |
| P4 | 960 |
| P5 | 960 |
| P6 | 960 |
| P7 | 960 |
| P8 | 960 |

|                          |              |
|--------------------------|--------------|
| <b>TOTAL PORTABLE SF</b> | <b>6,720</b> |
|--------------------------|--------------|

FINNEY ARCHITECTS

# ATTACHMENT 3 SITE MAP

