



REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE LEASE, SALE OR EXCHANGE OF SURPLUS SCHOOL DISTRICT PROPERTY

2500 E. VINEYARD AVENUE, OXNARD, CA 93036
(School District Administrative Office)

March 2017

Prepared for:
Rio School District
Board of Trustees
John D. Puglisi, Ph.D., Rio School District Superintendent

*On October 16, 2013, the Board of Trustees (the "Board") of the Rio School District ("District") adopted Resolution No. 1314/03, which declared the District Office surplus property. 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, the federal government, interested charter schools, and certain nonprofit charitable and public benefit corporations (collectively, the "Public Sector") of the District's intent to dispose of the Site. The District has concurrently noticed the Public Sector and the private sector ("Private Sector"), in accordance with Education Code Sections 17464 and 17469. The District must give priority to the Public Sector entities for a time period established by applicable law. If the District receives a timely offer from any Public Sector entity, then the District and the entity must negotiate in good faith to accomplish the sale, lease, or exchange. If necessary to conclude negotiations with any Public Sector entity for the disposition of the Site, the Private Sector bid process shall be continued, in which event target dates for Private Sector bid acceptance will be revised by the District pursuant to a written addendum to this Request for Proposals and Statements of Qualifications. **The District reserves the right to reject any and all bids, pursuant to Education Code Section 17476.***

Prepared by:

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RIO SCHOOL DISTRICT

REQUEST FOR PROPOSALS AND STATEMENTS OF QUALIFICATIONS FOR THE LEASE, SALE OR EXCHANGE OF SURPLUS SCHOOL PROPERTY LOCATED AT 2500 E. VINEYARD AVENUE, OXNARD, CA 93036

I. PURPOSE

A. SUMMARY

This Request for Proposals and Statements of Qualifications (this “RFP”) is intended to elicit from responsible, qualified parties (“Respondent” or “Respondents”) offers to lease, purchase, or exchange (“Proposals”) the District property located at 2500 E. Vineyard Avenue, Oxnard, California 93036, which is more particularly described and depicted on Exhibit “A” attached hereto (the “Site”). The Site is within the jurisdiction of the City of Oxnard (“City”) and located in the County of Ventura (the “County”). The Site is improved with a three-story office building containing approximately 31,610 square feet, situated on approximately 1.01 acres of land, and is a District Office facility.

The Site was declared surplus by the Board on October 16, 2013. On March 15, 2017, the District’s Board of Trustees (“Board”) authorized solicitation of Proposals for the sale, lease or exchange of the Site in accordance with this RFP. This RFP includes the text of the solicitation and certain attached exhibits. If there are any ambiguities or discrepancies between the text characterization of the exhibits and the exhibits themselves, the exhibits shall prevail.

The District shall review all Proposals separately. The District reserves the right to select between ground lease (lease), purchase, or exchange transactions or to reject any and all Proposals, for all or portions of the Site, either written or oral, and withdraw the Site from lease, sale or exchange.

NOTE: ANY TRANSACTION PURSUANT TO THIS RFP IS SUBJECT TO AND CONTINGENT UPON THE DISTRICT IDENTIFYING AND SECURING A SUITABLE RELOCATION PROPERTY.

B. USE OF PROCEEDS

Proceeds from any potential sale or long term lease of the Site shall be used to relocate the District’s administrative office (*e.g.*, remodel another District-owned site or construct new facilities).

II. GENERAL INFORMATION AND SUMMARY OF PROCEDURES

A. PUBLIC SECTOR

In 2013, pursuant to Education Code Section 17464 and Government Code Sections 54220, *et seq.*, the District provided notice of the District’s intent to dispose of the Site to interested charter schools, qualifying public agencies, and certain nonprofit and public

benefit corporations (the “Public Sector”). However, no Public Sector entities timely responded to the District’s notices. Due to the length of time between the prior Public Sector notice compliance and this RFP, the District has elected to provide supplemental Public Sector notices. The Public Sector entities will have a minimum of sixty (60) days to enter into good faith negotiations with the District for the purchase, lease, or exchange of the Site. If the District does not receive any timely proposals from the Public Sector or is unable to finalize a transaction with any Public Sector entity within the timeframe prescribed by law, the District shall consider Proposals from the Private Sector pursuant to this RFP process.

NOTE: The District did, however, secure a request to the City to cooperate regarding proposed land uses for the Site.

B. PRIVATE SECTOR

The following surplus property procedure shall apply to this RFP.

1. On March 15, 2017, the Board adopted Resolution No. 1617/22, which declared the District’s intention to dispose of the Site to private sector individuals and entities (the “Private Sector”) by sale, lease, or exchange.
2. Pursuant to Education Code Section 17469, the District will provide notice to the Private Sector of the adoption of Resolution No. 1617/22 and of the availability of the Site for purchase, lease, or exchange by publication once a week for three weeks (estimated publication dates are March 23, March 29 and April 4, 2017). The District shall post any notices as required by law.
3. The Board has obtained an appraisal or an updated appraisal for the Site determining the Site’s current fair market value as set forth in Section D of this RFP.
4. A pre-bid conference shall be held at the following location, date and time:

Location: Rio School District Administrative Office
2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036
Date: April 4, 2017
Time: 3:30 p.m.

5. 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 Site 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 OFFERS FROM PRIVATE ENTITIES SHALL BE: JUNE 7, 2017 AT 4:00 P.M.

All offers shall be submitted to:

Dr. John D. Puglisi, Superintendent
Rio School District Administrative Office
2500 E. Vineyard Avenue, Suite 100
Oxnard, CA 93036

NOTE: It is the responsibility of each Respondent 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.

6. The Board intends to receive and consider the written Proposals at a special meeting (“Meeting”) of the Board on June 7, 2017 at 5:00 p.m., in compliance with Education Code Section 17472. The Meeting will be held at 3300 Cortez Street, Oxnard, CA 93036.
7. Before accepting any written Proposals, 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 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.
8. 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.
9. Prior to Board action, Monte L. Widders, or his designee, of Myers, Widders, Gibson, Jones & Feingold, L.L.P. (“District Counsel”) and Dr. Joel Kirschenstein of Sage Realty Group, Inc. or his designee (“District Consultant”) shall review for completeness and compliance all Proposals received. Any written clarification of or modification to this RFP shall be delivered to all parties on the Respondent’s list.
10. The Board reserves the right to accept or reject any and all Proposals pursuant to Education Code Section 17476 and to extend the bidding deadline as deemed appropriate by the Board.
11. 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-applicability of City, County, state, or federal ordinances or statutes may not be considered.

12. Any time extensions for contingency review shall be solely at the discretion of the District.
13. Any and all requests for additional information must be made in writing to Sage Realty Group Inc., District Consultant, with copies to John D. Puglisi, Ph.D., District Superintendent, at the following addresses:

Sage Realty Group, Inc.
Dr. Joel Kirschenstein
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361
(805) 497-8557 x223; Fax (805) 496-4939
E-mail: joel@sagerealtygroup.com

with a copy to:

John D. Puglisi, Ph.D., Superintendent
Rio School District
2500 Vineyard Avenue, Suite 100
Oxnard, CA 93036
(805) 485-3111
E-mail: jpuglisi@rioschools.org

III. SITE 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. SITE DESCRIPTION

1. Location

2500 E. Vineyard Avenue, Oxnard, CA 93036

2. Size and Topography

Building Size: 31,610 SF
Land Area: 1.01 AC

3. Current Use

Portions of the Site are currently used as the District's administrative office and the remaining portions of the Site leased to a third-party tenant. **Note that the full floor tenant's lease expires on February 21, 2021.**

4. Surrounding Area/Uses

The surrounding properties consist of predominantly retail commercial uses along Vineyard Avenue. The immediate adjacent land uses are:

North: Multiple retail buildings which consist of tenants such as Vallarta Market, Jack-in-the-Box, Wendy's, and McDonald's.

East: Retail building comprised of public storage and office buildings, including Child Development Resources.

South: Multiple office buildings known as the Topa Financial Plaza (class "A" multi-tenant buildings which comprise approximately 500,000 SF).

West: The Esplanade Shopping Center which consists of tenants such as Home Depot, Nordstrom Rack, BJ's Brewery, Dick's Sporting Goods, Bed Bath & Beyond, and TJ Maxx.

B. GENERAL INFORMATION

1. Land Use Regulations

All Respondents must adhere to all land use and zoning regulations.

NOTE: The District makes no representations, warranties, or assurances regarding the City's general plan, zoning, or ordinances. Respondents are advised to rely on their own thorough and complete research and due diligence with the City, applicable public agencies, title companies and others when evaluating the suitability of the Site for Respondent's intended use.

2. Constraints

The District has no knowledge of constraints other than permitted uses and zoning. Any and all other constraints are to be identified by Respondents.

3. Utilities

Fully functional, "as-is."

4. Toxins

The District has no knowledge of toxic issues on the Site. It shall be the Respondents' responsibility to research the condition of the Site, including any environmental issues on the Site.

5. Special Conditions:

The District may need to access District distribution technology equipment until relocated to another site. Additionally, **any sale, lease, or exchange transaction is contingent upon the District's relocation to a new facility.**

C. DUE DILIGENCE RESEARCH AND REGULATORY REVIEW DISCLAIMERS

1. Preliminary Title Report (the “Title Report”)

A Title Report shall be prepared for the Site and adjacent District property. (Exhibit A-9 attached). The District makes no representations or warranties regarding the truth or accuracy of the Title Report, which will be 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 Site, including, without limitation, the Site 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 and structure, including seismic, hazardous materials, ground water, liquefaction, and other matters which bear on use and suitability. The Site is offered "as-is", without any representations or warranties other than the District's ability to transfer title to the Site to the successful Respondent upon close of escrow.

3. No Reliance

Nothing herein may be relied upon regarding City and/or other public agency processing.

IV. PROPOSAL TERMS, CONDITIONS AND REQUIREMENTS

A. REQUIRED INFORMATION

The Proposal shall include information required by the Respondent Response Form attached as Exhibit “B-1” for purchase, Exhibit “B-2” for lease and Exhibit “B-3” for exchange.

B. USE OF THE SITE

The Proposal should describe in detail intended use(s) of the Site; provided that the existing District uses are relocated to the satisfaction of the District. 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 approvals by the City, County, state, and federal agencies. Except as discussed previously, any Proposal proposing a land use which requires a conditional use permit (CUP), zone change, contingent upon known or pending ordinances, or which is highly controversial or problematic may cause the Proposal to be rejected.

C. TRANSACTION OPPORTUNITIES

The following real estate transaction opportunities must be submitted separately.

1. Purchase (“As-Is”)

Each Proposal shall include written minimum quantifiable terms of purchase acknowledging the Site and structure to be acquired, price, terms of payment, rate of interest (if not all cash), length of escrow, contingencies, and special provisions (if any). There shall be no financial risks to the District. The District shall not subordinate title of the Site as a contingency to this RFP.

NOTE: Multiple Proposals/offers may be accepted as part of the bid process. However, during the review of the Proposals, the District reserves the right to select the Proposal as set forth in this RFP.

2. Lease

Any Proposal for a lease shall contain the term in years, the uses proposed, payment, terms, rent, payment of taxes, assessments, full insurance coverage premiums, provisions regarding taxes and assessments, improvements, alterations, repairs, destruction, partial destruction, insurance, condemnation, assignment and subletting, remedies for default and other standard lease terms. Rent shall include in detail common area charges and other costs to provide to the District a net, fixed minimum payment and other consideration, if any. The rent amount shall provide a minimum amount of rent, together with adjustments of rent based on fair rental value pursuant to institute qualified appraisals at minimum intervals of the fifth, tenth and fifteenth years of lease together with annual CPI increases.

3. Exchange

A Proposal proposing an exchange of property with the District shall identify the exchange property, its current appraised value, the amount of boot, if any, the terms of the boot, closing, commission obligations, if any, and other consideration and terms customary to exchanges of property. Those Respondents interested in an exchange transaction shall provide a title report and a current appraisal to the District of the property they wish to exchange for consideration by the District.

NOTE: The District’s preferred transaction is to sell the property.

D. ECONOMIC TERMS AND CONDITIONS

The following are terms for purchase, lease, and exchange.

1. Minimum Price

An appraisal of the Site’s fair market value has been prepared and is to be used by the District as a benchmark in determining value and evaluating proposals for lease, sale, or exchange. Per the appraisal, the District has set the following as a minimum purchase price and exchange value: **Six Million Three Hundred Thousand Dollars (\$6,300,000.00)** (“as-is”).

2. Processing, Obtaining Permits and Other Approvals

Processing of all applications for federal, state, County, City, and other agency approvals and permits, if any, 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 the District will, as owner of the Site, consent to be a co-applicant for any parcel/subdivision map approvals.

3. Deposits

- a. A Twenty Thousand Dollar (\$20,000.00) good faith deposit (“Initial Deposit”) in the form of a cashier’s check, payable to the District, shall accompany the Proposal.
- b. The Initial Deposit shall be held by the District in uncashed form until final acceptance of a Proposal is approved by the Board. The Initial Deposit checks of the unsuccessful Respondents will be returned after the final acceptance is made unless a “backup” Proposal is approved by the Board, which is acceptable to the “backup” Respondent.
- c. Within seventy-two (72) hours of the Board’s final acceptance of the Proposal, an additional deposit of One Hundred Thousand Dollars (\$100,000.00) (“Additional Deposit”) in the form of a cashier’s check, payable to the District, shall be delivered to the District.
- d. Upon execution of a definitive purchase and sale agreement (“PSA”), lease agreement (“Lease”) or exchange agreement (“Exchange Agreement”), the Initial Deposit and Additional Deposit shall be credited to the purchase price, or the lease payment, or the value of the exchange, at close of escrow and, except as set forth in Paragraph IV(D)(6) below, shall be considered non-refundable.
- e. At the end of the Due Diligence Period described in Paragraph IV(D)(5) below, the Initial Deposit and the Additional Deposit shall be credited to the purchase price, lease payments, or exchange value, as applicable, at the close of escrow and shall be considered non-refundable.

- f. If the successful Respondent does not perform in accordance with the terms of an accepted Proposal or as set forth in the executed PSA, 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 Paragraph IV(D)(6) below.

4. Final Agreement

A final PSA, Lease, or Exchange Agreement, as applicable, 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

Upon acceptance of the Proposal by the District and execution of a final PSA, Lease, or Exchange Agreement, due diligence shall commence for a period of thirty (30) days (the “Due Diligence Period”). One fourteen (14)-day extension of the Due Diligence Period may be granted, upon receipt of written request by the District if needed by Respondent.

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 during the Due Diligence Period; provided, however, that the Respondent shall notify the District in writing of such defect, and the District shall have thirty (30) days to correct such defect prior to considering a refund of the Initial Deposit and 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, or in the unlikely event that the District is unable to vacate the Site.

7. Length of Escrow

Escrow shall be opened for any purchase, lease, or exchange. If Respondent proposes to purchase the Site, 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. If Respondent proposes to purchase only portions of the Site (requires compliance with the Subdivision Map Act (the “Act”)),

Respondent shall be given additional time and shall be responsible for map, conditions, and related requirements required by the Act for recordation of bifurcated parcels. The Respondent shall deposit the balance of the purchase price into escrow within three (3) 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. The District reserves the right to negotiate the title company for the transaction contemplated by this RFP.

9. Interest and Special Considerations

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

10. Additional Information

Additional information requested by the Respondent may require a confidentiality agreement.

V. PROPOSAL AND BID PROCEDURE

A. DATA AND MATERIALS

Each Respondent shall submit ten (10) copies of its Proposal together with information required by the Respondent's Response Form, attached as Exhibit "B-1" for purchase, Exhibit "B-2" for lease and Exhibit "B-3" for exchange. 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 Proposal 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.

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.
3. Proposed land use and development plan. Each Respondent shall submit a written description of the proposed use and, to the extent applicable, a business

plan, conceptual Site plan (including proposed parcel boundaries), and development pro-forma.

4. Respondent’s financial data, including specific information establishing that the Respondent has sufficient financial resources to undertake and complete the purchase, lease, or exchange with the District. **Current signed, independently prepared and certified financial statements and federal and state tax returns for the previous three (3) years are encouraged.** Respondent may submit statements from financial institutions and recent credit history. The District may request a credit history prepared by an independent company or additional proof of cash to purchase the Site.
5. The District shall hold each Proposal confidential during its consideration and final acceptance of such Proposals. However, after acceptance, all Proposals are deemed public records, except to the extent any information can be withheld in accordance with applicable law.

C. RESERVATION OF RIGHTS BY DISTRICT

THE BOARD RESERVES THE RIGHT TO REJECT ALL PROPOSALS REGARDING THE SITE. (Education Code Section 17476.) **In the event the District is delayed or cannot relocate all or part of the District’s operations on the Site, the Board reserves the right to suspend the RFP process until such time as District operations can be relocated to the satisfaction of the Board.**

VI. DISTRICT REPRESENTATIVES

For further information, the Respondent may contact:

District:

John D. Puglisi, Ph.D., Superintendent
Rio School District
2500 East Vineyard Avenue, Suite 100 | Oxnard, CA 93036
Phone: (805) 485-3111
E-mail: jpuglisi@rioschools.org

(with a copy to):

District Consultants:

Joel Kirschenstein
Sage Realty Group, Inc.
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Special District Counsel:

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All questions shall be reduced to writing for review by Special District Counsel and District Consultants.

The District Consultants 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 Consultants, the Respondent shall submit a request for such information in writing to the District Consultants for prior approval and consent of the District. The request will be referred to the District by the District Consultants, 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 attorney's 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 Site as surplus and available for lease, sale, 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, Lease, or Exchange Agreement, as applicable, and shall survive the 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 and takes no responsibility for any successful Respondent obtaining entitlements and permits for development of the Site from the City, County or other jurisdictional agency. The District shall, however, as owner of the Site consent to the successful Respondent’s processing of entitlement requests and will 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 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 Site and applicable laws, regulations, policies, and fees affecting any and all development of the Site. 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 contact or in any way attempt to influence any member of the Board, District employees, or the District Consultants. The District reserves the right to reject the Proposal of any party that violates this provision or appears to violate this provision.

EXHIBIT A-1
SITE LOCATION / AERIAL PHOTO

2500 E. Vineyard Avenue, Oxnard, CA 93036
(School District Administrative Office)



**EXHIBIT A-2
BUILDING DETAILS**

2500 E. Vineyard Avenue, Oxnard, CA 93036
(School District Administrative Office)

Year Built: 1979

Size: 31,610 SF

Land Area: 1.01 AC

Zoning: C2

Const. Type: Steel

Stories: 3 (with covered parking)

Elevator: Yes

Parking: 3.23/1000; 100 covered spaces are available

Amenities: Building Signage



EXHIBIT B-1

PURCHASE ONLY

RESPONDENT PROPOSAL FORM

Proposal for Rio School District:

**2500 E. Vineyard Avenue,
Oxnard, CA 93036**

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 proposed business plan, and the Respondent’s Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide ten (10) copies 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. EIN or Social Security Number of Respondent. _____
4. 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 development plan. All price and terms shall be incorporated into a final Purchase and Sale Agreement (the “PSA”).
5. Please attach Respondent’s Statement of Qualifications, with the information and documentation requested in Section V(B)(4) of the RFP.
6. Title/Escrow Company requested: _____
7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent’s responsibility.)

8. Submit a good-faith non-refundable deposit of Twenty Thousand Dollars (\$20,000.00) (the “Initial Deposit”), in the form of a cashier’s check, payable to the 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 Thousand Dollars (\$20,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the purchase price, as set forth in paragraph c, below. ____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (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 c, below. _____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein 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 Site or a defect in the title to the Site 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 thirty (30) 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 Site at the close of escrow as evidenced by a policy of title insurance or in the unlikely event the District is unable to vacate the Site. ____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
 - a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum price for the Site is Six Million Three Hundred Thousand Dollars (\$6,300,000.00).
 - 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 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: Dr. Puglisi, Superintendent, 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, if awarded the bid, Respondent 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 Section VII of the 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: _____
ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____

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

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, RIO SCHOOL DISTRICT’S BOARD OF TRUSTEES 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.

8. Submit a good-faith non-refundable deposit of Twenty Thousand Dollars (\$20,000.00) (the “Initial Deposit”), in the form of a cashier’s check payable to the 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 Thousand Dollars (\$20,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the rental payments, as set forth in paragraph c, below. _____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (the “Additional Deposit”) in the form of a cashier’s check, said sum to be non-refundable but applicable to the rental payments, as set forth in paragraph c, below. _____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein shall be credited to the rental payments 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 Site or a defect in the title to the Site 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 and Additional Deposits. 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 provide Respondent occupancy to the Site due to the District’s inability to relocate or otherwise. _____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
 - a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum lease price for the Site is _____ per year, assuming a ten (10)-year lease base.
 - 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 Lease with the District for the lease 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: Dr. Puglisi, Superintendent, 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 Lease 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 Lease within twenty-one (21) days shall be deemed a termination of the Board’s acceptance of Respondent’s Proposal.
- j. Respondent acknowledges that, if awarded the bid, Respondent shall bear all costs associated with the recording fees 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 Section VII of the 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: _____
ADDENDUM NO. _____	DATE RECEIVED: _____
ADDENDUM NO. _____	DATE RECEIVED: _____

10. Price Prior to Oral Bids: Respondent hereby proposes the following lease price with respect to the Site:

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, RIO SCHOOL DISTRICT’S BOARD OF TRUSTEES 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 B-3

EXCHANGE ONLY

RESPONDENT PROPOSAL FORM

Proposal for Rio School District:

**2500 E. Vineyard Avenue
Oxnard, CA 93036**

Instructions

All Respondents shall complete this Proposal Form. In addition, Respondents shall attach all requested documents (e.g., the Respondent’s proposed exchange terms, the Respondent’s proposed business plan, and the Respondent’s Statement of Qualifications). Respondents may include additional attachments to provide further and/or clarifying information. Respondents must provide ten (10) copies 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 ownership and vesting:

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

Vesting information: _____

3. EIN or Social Security Number of Respondent. _____

4. Please attach Respondent’s Proposal, with all the information requested in Section IV(C)(3) of the RFP, pertaining to exchange terms, including a representative exchange agreement, and all the information requested in Section V(B)(3) of the RFP, pertaining to a proposed development plan. Respondents must include a title report and appraisal, both dated within two (2) months of the Proposal, for any property they wish to exchange. All terms shall be incorporated into a final Exchange Agreement (the “Exchange Agreement”).

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

6. Title/Escrow Company requested: _____

7. Type of title policy requested: _____. (If ALTA policy requested, any costs of surveys shall be the Respondent’s responsibility.)
8. Submit a good-faith non-refundable deposit of Twenty Thousand Dollars (\$20,000.00) (the “Initial Deposit”), in the form of a cashier’s check payable to the 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 Thousand Dollars (\$20,000.00) that accompanies submittal of the Proposal shall be non-refundable but applicable to the exchange value, as set forth in paragraph c, below. ____ (Initial)
 - b. Within seventy-two (72) hours of acceptance of its Proposal, the successful Respondent shall deliver to the District an additional sum of One Hundred Thousand Dollars (\$100,000.00) (the “Additional Deposit”) in the form of a cashier’s check, said sum to be non-refundable but applicable to the exchange value, as set forth in paragraph c below. ____ (Initial)
 - c. In accordance with Section IV(D)(6) of the RFP, all of the deposits described herein shall be credited to the exchange value 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 Site or a defect in the title to the Site 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 Site at the close of escrow as evidenced by a policy of title insurance or in the unlikely event that the District is unable to vacate the Site. ____ (Initial)
9. The undersigned, as Respondent, does hereby declare and certify the following:
 - a. Respondent has examined the Site as identified in the RFP.
 - b. Respondent has examined the RFP and all referenced documents.
 - c. The minimum exchange value for the Site is Six Million Three Hundred Thousand Dollars (\$6,300,000.00).
 - 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 Exchange Agreement with the District for the exchange of the Site in an “AS-IS” condition.
- g. Respondent acknowledges that any protest to the award or processing of Proposals must be submitted in writing to the District, Attention: Dr. Puglisi, Superintendent, 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.
- h. Respondent acknowledges that, if awarded the bid, the District and Respondent shall execute an Exchange Agreement within twenty-one (21) days of the Board’s final acceptance of Respondent’s Proposal. At the discretion of the Board, failure to execute an Exchange Agreement within twenty-one (21) days shall be deemed a termination of the Board’s acceptance of Respondent’s Proposal. Upon execution of an Exchange Agreement, escrow shall open immediately and the transaction shall close in accordance with the timeline contained in the Exchange Agreement.
- i. Respondent acknowledges that, if awarded the bid, Respondent 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.
- j. Respondent has read, understands, and agrees to be bound by the indemnification provisions set forth in Section VII of the RFP. _____ (Initial)
- k. 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: _____

10. Price Prior to Oral Bids: Respondent hereby proposes the following cash value with respect to the exchange of the Site:

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, RIO SCHOOL DISTRICT’S BOARD OF TRUSTEES 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.