REQUEST FOR PROPOSALS
for
Joint Occupancy Development of
Revere Center
owned by San Diego Unified School District
and located at
6735 Gifford Way, San Diego CA 92111

Distribution/Advertisement March 1, 2017
Mandatory Pre-Submittal Conference April 12, 2017
Initial Interest & Qualifications Submittal Deadline April 12, 2017 at 3:00 pm
Community Engagement Meeting April 20, 2017
Final Submittal Deadline May 5, 2017 at 3:00 pm

District Contact: Gene Fuller
San Diego Unified School District
Real Estate Department
4100 Normal Street
San Diego, CA 92103-2682
Email: gfuller@sandi.net
Phone: (619) 725-7045

Sealed written responses must be received via mail, overnight or hand delivery no later than
the dates, times and locations indicated above.
Submittal of a response by any other means is not acceptable.

PROPOSALS NOT RECEIVED BY THE DUE DATE AND TIME SPECIFIED WILL BE REJECTED.
REQUEST FOR DEVELOPMENT TEAM PROPOSALS
FOR
JOINT OCCUPANCY DEVELOPMENT

The San Diego Unified School District (District), is requesting highly qualified development teams (Development Team) to respond to this Request for Proposals (RFP) for a team to design, construct, operate and maintain Revere Center, located at 6735 Gifford Way, San Diego, CA 92111 (Revere Center) and as further described in this RFP.

The District will structure the relationship with the selected Development Team(s) using a Joint Occupancy Agreement as allowed under California Education Code section 17515 et seq. An excerpt of this portion of Education Code is provided in Attachment A. The District is offering the use of the land it owns and in exchange the Development Team would be responsible for the design, construction, operation, maintenance and all associated costs for their development; and the design, construction, maintenance and all associated costs for the District-related improvements (the Project). Community outreach, input and environmental concerns are considered essential components of the Project.

This RFP includes the following pre-submittal mandatory obligations of all potential Development Teams:

1. Pre-submittal conference on April 12, 2017, from 3:00 p.m. to 4:00 p.m. at the Eugene Brucker Education Center Auditorium located at 4100 Normal Street, San Diego, CA 92103. Development Teams are required to attend. Consultants are also encouraged to attend and network with prospective developers.

2. Initial Interest and Qualifications must be submitted by April 12, 2017, by 3:00 p.m. The District requires that all interested development teams submit team organizational charts, qualifications, and references as per Paragraphs 5.6 - 5.8 of this proposal.

All initial interest and qualifications submissions must include a cover letter and table of contents. Two (2) bound copies shall be provided to the District.

The selected teams from the initial interest and qualifications submissions will be invited to participate in the community engagement process and further develop their proposal based on community and District input.
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SECTION I
PURPOSE OF SOLICITATION

1.0 DISTRICT VISION AND GOALS

The District is interested in pursuing partnerships with the private sector to create mutually beneficial revenue opportunities in a public private-partnership structure that meets California Education Code requirements for joint occupancy projects.

The District owns about 200 properties, including active school sites, administrative sites, and other parcels within the City of San Diego. As part of the District’s real estate utilization strategy, the Board of Education is interested in jointly developing Revere Center using the following guiding principles, identified in 2014 at a special board workshop on real estate:

- Maintain ownership of district property where appropriate
- Generate on-going revenue
- Develop properties as neighborhood centers providing neighborhood services (in alignment with Vision 2020 goals)
- Provide for community engagement and input in the development process

A. Development Objectives

The cornerstone of the District’s development vision is to develop additional revenue sources to support the District’s educational requirements through a public-private partnership with private sector developers/investors in a joint occupancy agreement as allowed by California Education Code sections 17515-17526 (see Attachment A). The District intends to provide the Development team with flexibility to ground lease the Revere Center subject to this solicitation. The District further intends to provide the Development Team with flexibility to develop any uses on the site that are legally permissible under local land use code and are well integrated with local land uses. To comply with the Education Code, the property must maintain some District use. However, the Education Code provides some flexibility in determining appropriate District use. The District is open to a variety of concepts for the District’s joint occupancy component and anticipates the space required by the District will have minimal impact on the development capacity of the site. The District’s development objectives are as follows:

- Educational and support service facilities of 15,000 square feet.
- Minimum 1,500 square foot (30’ x 50’) garden which will supply a portion of produce served in school cafés as part of the District’s Garden to Café program.
- Minimum 1,000 square foot food lab (included in the above-referenced 15,000 sf) which will be a direct extension of a classroom in which students can learn concepts about the food cycle from planting, growing, cultivating, cooking, and composting. Additionally, the
food lab would serve as a culinary arts training center for the food and nutrition services kitchen staff; and school cooks and food service workers could attend professional development workshops where they learn new culinary skills and preparation methods for school meals. The lab will require utility infrastructure to accommodate a “Combi” oven, sinks, and electrical needs as found in a commercial kitchen environment. This space has the potential for use as a community food lab.

- Parking with a minimum of 50 spaces.

Creative approaches to District needs are encouraged and the District is looking for the most advantageous financial solution that meets its programmatic requirements.

B. Overall Site Location

Revere Center: A 6.61 acre site, containing four (4) parcels that is located at 6735 Gifford Way, San Diego, CA 92111. It is a former elementary school that is currently occupied for administrative uses. There are three vacant lots. The site is zoned RW-1-1. Any relocation of existing district uses must be paid for by the development team. See Paragraph 1.1 (C) 7.

Site plans and more detailed information about the site are included in Section IV.

The map on the following page shows the location of the site.

[The remainder of this page is intentionally left blank]
1.1 PROJECT REQUIREMENTS

The following requirements, conditions, and contract documents are required.

A. Requirements per Education Code

The District and the selected Development Team will engage in construction of buildings and development of the site according to the requirements set forth in California Education Code sections 17515 to 17526. The Education Code has a number of different conditions and requirements:

1. Any building, or portion thereof, that is occupied or used by a private entity shall be subject to the zoning and building code requirements of the City of San Diego. (Education Code Section 17515);

2. The term of any lease or agreement shall not exceed 66 years. (Education Code Section 17517);

3. Title to the portion of the building to be occupied by a private entity shall remain exclusively the property of the private entity/Developer during the term of the Ground Lease, and title to that portion of the building or facility occupied, or to be occupied by the District shall vest in the District upon completion and acceptance by the District. (Education Code Section 17518);

4. No rental fee or other charge for District’s use of a building or a portion of the Project shall be paid by the District. (Education Code Section 17518);

5. Any lease or agreement shall be subject to Education Code Section 35230, et seq., relating to restrictions on corrupt practices. (Education Code Section 17519);

6. The Board has adopted a resolution declaring its intent to consider qualifications and proposals, and fixed a time for the Board to receive and consider all qualifications and proposals. (Education Code Section 17522). The Board will consider all qualifications and proposals submitted, and may select the qualifications and proposal that best meets the needs of the District;

7. The District may enter into a lease or agreement with the selected Development Team after State Board of Education approval of the proposal. (Education Code Section 17524);

8. The selected Development Team must either file a bond for the performance of the lease or agreement, or an irrevocable letter of credit for the performance of the lease or agreement. (Education Code Section 17524); and
9. Any building constructed for the use of the District is subject to Education Code Sections 17280 to 17317, known as the “Field Act,” and all other Education Code provisions relating to the physical structure of school buildings. (Education Code Section 17525).

B. Funding Conditions

The following funding conditions will be a part of the Project:

1. The Proposer should not assume that the District will participate in any way with the financing of the proposed project.

2. The Development Team will provide funding for all aspects of the design, construction, and operation of the development at its own cost and expense, including the placing of deposits and/or reimbursing the District for its costs associated with reviewing and processing the development proposal.

3. The District will own the entire property and anticipates entering into a ground lease for all or part of the property with the Development Team. Revenue sharing would be accomplished via the ground lease or other contract documents.

4. The Development Team will be required to demonstrate adequate debt and equity financing to construct and operate the property on a long term basis.

5. The Development Team will pay for environmental remediation, if any.

6. The Development Team will be responsible for payment of any applicable property taxes for the property and personal property taxes for the development, but may be entitled to apply for applicable property tax exemptions.

7. Depending on the scope, nature and financing, or at the discretion of the Board, the Development Team may be required to pay prevailing wages for construction and development of the District portion of the Project.

8. The Development Team, at its cost, must secure all land use entitlements necessary for the construction of the Project. It is anticipated that the Project will not be eligible for, nor will the District seek an exemption from normal City of San Diego land use requirements.

9. If the proposed development requires the District to relocate personnel, the Development Team will pay District relocation costs.
C. **Additional Conditions**

1. Due to contract requirements applicable to school districts under state law, the Development Team must have a general contractor’s license and cannot rely on the contractor’s license of its outside general contractor for the construction of any part of the Project built for the use of the District.

2. The Development Team will work closely with and consider the District a partner in its planning, design and construction process. The joint occupancy agreement will require the Development Team to prepare and secure District staff’s approval for an overall work plan for all design and construction activities for the Project. The District will also retain the right to approve the design of the Project at the schematic design, design document and construction document phases.

3. Construction activities for the Project shall not interfere with District operations.

4. The District anticipates that the City of San Diego will be the lead agency responsible for California Environmental Quality Act (CEQA) compliance with respect to the development, and the District will be a responsible agency for CEQA compliance. If the District is required to serve as Lead Agency, no agreement will be considered by the Board until the required CEQA review has been completed. Any required CEQA review shall be at the sole cost of the selected Development Team. If the District serves as the Lead Agency, the successful Development Team shall be required to enter into a Cost Recovery Agreement substantially in the form attached hereto as Exhibit E.

5. The Development Team will be solely and fully responsible for the operation, management and maintenance of all portions of the Project that remain subject to the ground lease.

6. The Development Team will be required to comply with standards for property maintenance, property management, capital replacement reserves, reporting requirements, and other operational requirements specified in the ground lease.
1.2 ROLE OF DEVELOPMENT TEAM

The District is seeking a highly qualified Development Team to design improvements for the benefit of the Development Team and the District. The District intends to select a qualified reputable developer who can demonstrate strong relevant experience with similar projects, financial capacity, and sensitivity to the District’s academic vision, and the local community. Evidence of ability to finance, undertake and complete the proposed project is crucial to a successful submission. Joint ventures or partnerships formed for the purpose of strengthening team qualifications are acceptable and encouraged. The Development Team must include an experienced development entity.

In addition to seeking a team that can provide proven expertise in design and development, the District is also interested in a team that will provide creative opportunities for revenue generation from the property subject to this solicitation. The District will look favorably towards qualified teams that provide viable ideas for revenue generation that are supported with concrete, market driven business cases and/or investments.

1.3 JOINT OCCUPANCY STRUCTURE

The Education Code governing joint occupancy provides the District with a high degree of flexibility in defining the size and nature of the joint occupancy uses between the District and joint occupancy tenant. In all instances, the District will retain ownership of the sites’ real estate, but can enter into a long term lease for up to sixty-six years. The joint occupancy tenant will retain title to any improvements made on the site for the term of the lease. The District is open to a variety of creative structures for joint occupancy tenancy as long as they comply with the Education Code (See Attachment A). The key components of a joint occupancy agreement shall include:

- A lease term of at least 26 years and up to 66 years.

- Title to that portion of the building to be occupied by the private individual, firm, local governmental agency, or corporation shall remain exclusively the personal property of the private party during the term of the lease and the title to that portion of the building to be occupied by the District shall vest in the District upon completion thereof and acceptance thereof by the District. No rental fee or other charge for the use of the building shall be paid by the District.

- The District will give significant weight to any proposal that provides for an upfront payment of a minimum of one million dollars ($1,000,000). Such payment is intended to offset the District’s costs in evaluating the proposals and may be applied as prepaid rent during the term of any lease agreement.
Since the District is seeking a joint occupancy relationship as set forth in Education Code section 17515 et seq., all respondents should keep the following regulations and sequence of events in mind when crafting a proposal.

1.4 **BOARD RESOLUTION**

In order to receive proposals for the joint occupancy of a building to be constructed on the District’s property, the Board must, in a regular open meeting, adopt a resolution declaring its intention to consider the proposals. The resolution must identify the proposed site on which the building to be jointly occupied is to be constructed, specify the intended use of that portion of the building which is to be occupied by the District, and fix a time, not less than 90 days thereafter, for a public meeting of the governing board at its regular place of meeting to receive and consider all submitted proposals.

The Board adopted its resolution for soliciting proposals on February 28, 2017. The resolution is incorporated in this RFP as Attachment D.

1.5 **NOTICE**

Notice of adoption of the resolution was provided in accordance with Education Code section 17522.

1.6 **BOARD MEETING**

On July 25, 2017, the Board will meet and consider all plans and proposals submitted for the joint occupancy as identified in the adopted resolution.

1.7 **SELECTION OF PROPOSAL**

Education Code section 17524 states that after considering all proposals submitted, the governing board of the District has the authority to select the plan or proposal which best meets the needs of the District and enter into a contract incorporating that plan or proposal either as submitted or as revised by the District’s governing board; however, the District’s governing board shall not approve any proposal or enter into any contract incorporating a proposal until it has submitted the proposal to the State Board of Education and the State Board of Education has approved the proposal. The State Board of Education has 45 days to notify the District governing board of its approval or disapproval.
The board must require any private person, firm, local government agency, or corporation with whom it enters into a joint occupancy lease or agreement to file one of the following, as determined by the governing board:

1) A bond for the performance of the lease or agreement.

2) An irrevocable letter of credit issued by a state or national bank, or federal or state credit union, for the performance of the lease or agreement.

1.8 TERMS OF THE LEASE OR AGREEMENT

Education Code section 17517 requires that the term of any lease or agreement entered into by the District for a joint occupancy arrangement shall not exceed 66 years. Pursuant to Section 17518, a lease for a joint occupancy arrangement must require the lessee to construct on the property or provide for the construction thereon of a building or buildings for the joint use of the District and the private person, firm, local government agency, or corporation during the term of the agreement. Title to that portion of the building to be occupied by the joint occupant must remain exclusively the personal property of the joint occupant during the term of the lease and the title to the portion of the building to be occupied by the District must vest in the District upon completion and acceptance of the portion by the District. Further, no rental fee or other charge for the use of the building shall be paid by the District. No agreement will be approved prior to any required CEQA review having been completed.

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SECTION II
OVERVIEW OF THE SOLICITATION PROCESS

The selection process for a Development Team will be through an RFP that seeks specific submissions for building construction and site design.

Board of Education approval will be required for final approval of the selected proposal and Development Team.

2.0 REQUEST FOR PROPOSALS

The RFP is intended to identify highly qualified teams who are interested in contracting with the District to renovate or provide other solutions for the Revere Center site. Teams will be asked to provide background on experience, resources and expertise needed to design and construct a successful project on time and on budget. Past design and development experience, especially with similar types of projects, will be a critical factor in evaluating the RFP responses. At a minimum, the submittal shall identify the lead firm. The responding entity’s current financial capacity, its ability to secure a completion guarantee, which includes a Guaranteed Maximum Price (GMP), and its ability to provide financing will be important factors in determining the most qualified team.

Key criteria for RFP evaluations will include the following qualifications and experience of the team:

1. Provide the best approach for the Project to support the District’s overall objectives as described in this RFP.

2. Provide cost effective solutions to meet the District’s programmatic requirements.

3. Demonstrate financial ability to contract for the Project to meet a GMP and provide project financing for the Project.

4. Demonstrate knowledge and experience to successfully design and construct similar types of facilities as those proposed for private uses on District sites.

5. Creative approaches to achieving ancillary revenues to the District through lease and participation revenues.

6. Have demonstrated ability to perform successful community engagement on projects.
The District will select the top ranked team or teams that meet the minimum qualifications established in Section III to participate in an interview with staff to discuss their vision, qualifications and project approach. In the interview step, the selection process will be based upon the merits of a team’s qualifications, preliminary vision to support the architectural, programmatic and financial goals and aspirations of the District and their performance in the interview.

In addition, the team will be required to review and comment on a draft term sheet that outlines the key contractual terms and conditions with the District. The District will reserve the right to request a “Best and Final Offer” from the top ranked team after final RFP submissions are received.

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3.0 QUALIFICATIONS AND PROPOSALS

A. Selection Committee
District staff and external real property experts will make up the Selection Committee. Committee members will be chosen from applicable disciplines with subject matter expertise. The committee will not exceed five members. RFP responses will be evaluated by this Selection Committee.

B. Selection Process
The Selection Committee will evaluate submissions based on the quality of the materials submitted pursuant to Section V of this RFP. Using the evaluation criteria listed in the following table, materials will be evaluated and scored based on their completeness, feasibility, innovation, and responsiveness to the District’s stated development objectives.

### Evaluation Criteria includes, but is not limited to:

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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Demonstrate experience to successfully design, construct and operate similar facilities and demonstrate the best approach for the Project.</td>
</tr>
<tr>
<td>2.</td>
<td>Demonstrate financial ability to contract for the Project to meet a completion guarantee including a GMP and provide project financing.</td>
</tr>
<tr>
<td>3.</td>
<td>Creative approaches to achieving ancillary revenues through ground leases and revenue participation, including upfront lease payments to the District</td>
</tr>
<tr>
<td>4.</td>
<td>Creative and viable approaches to providing the District with a functional asset that meets its program requirements.</td>
</tr>
<tr>
<td>5.</td>
<td>Have demonstrated ability to perform successful community engagement on projects.</td>
</tr>
</tbody>
</table>

Section 3.3 provides additional evaluation criteria.

District staff will select a team with the highest combined scores from the written submission. In addition, the District will conduct interviews with the highest scoring team.
C. **Communication**

Development Teams are prohibited from contacting any Board member or their staff in reference to this RFP other than in public during a public hearing to assure a fair and equitable process. Development Teams failing to abide by this prohibition will be disqualified from submitting.

3.1 **DISTRICT RIGHTS**

The District may investigate the qualifications of any individual or firm under consideration, require confirmation of information furnished, and require additional evidence of qualifications. The District also reserves certain rights, including, but not limited to, the following:

1. Reject any or all of the proposals.
2. Issue subsequent RFPs.
3. Cancel the entire RFP.
4. Amend any part of the RFP process by addenda.
5. Appoint evaluation committee(s) to review qualifications or proposals.
6. Seek the assistance of outside technical experts in qualification or proposal evaluation.
7. Require Development Teams to clarify submittals and to submit additional information.
8. Meet with and interview Development Teams or individual members.
9. Approve or disapprove the use of particular contractors or subcontractors.
10. Establish a short list of firms eligible for discussions.
11. Waive informalities and irregularities in the RFP.
12. Award without discussion.
13. Inquire of District personnel and consultants regarding Development Team’s past performance.
3.2 CAPABILITIES OF RESPONDING ENTITY

A. Firm Experience

1. Experience with types of development proposed.

2. Record for delivering projects on time and on budget.

3. Past record of performance on projects under a GMP structure.

4. Financial capabilities (assuming minimum requirements are met).

5. Insurance requirements (assuming minimum requirements are met).

6. Past or current claims, litigation and arbitration history.

7. Experience with community outreach.

8. Relevant references.


B. Experience of Key Personnel on Similar Projects

1. Project management experience.

2. Past experience working with other firms on the overall team.

3. Sustainable design experience.

4. Relative educational background to the Project.

5. References.

3.3 EVALUATION CRITERIA

All submittals in response to this RFP will be reviewed for their relative strengths and weaknesses based on the requirements described above. Rankings will be based generally on the completeness, responsiveness and quality of answers to this solicitation. Submittals will be evaluated more specifically based on the following weighted criteria:
A. Development Team’s Expertise - 30%

The following items will be the key criteria by which submissions for this section will be evaluated:

1. Resumes of key team members with the following items of importance:
   a. Historic track record and experience with similar projects of Development Team, and Development Team architects, attorneys and property managers.
   b. Project-based experience working with stakeholders and community engagement processes for similar projects in Southern California. Of importance are specific examples of challenging projects in this regard, and the Development Team’s ability to meet these challenges.
   c. Past performance in meeting entitlement, funding and construction schedules.

2. The demonstrated record of the Developer and Development Team to create and complete projects that are similar in size, type, magnitude, and tenancy to the Project.

3. The financial capacity of the Development Team, which includes sound operating financials for the Developer itself; demonstrated regular access to capital for project development; proven ability to gain public financing when project-appropriate; and, a strategy or plan to gain financing in difficult economic conditions.

4. Demonstrated ability to gain entitlements within the City of San Diego including an operative knowledge of updates to City and State development codes.

B. Project Proposal - 35%

The following items are the key criteria by which submissions for this section are evaluated:

1. Manner in which the proposed project will specifically benefit the following entities:
   a. District
   b. Students
   c. Community
   d. Development Team
2. Description of your team’s “Value Proposition” and unique expertise your team brings to this project.

3. Provide your ideas for the identified District use and your proposed use of the site.

4. Understanding of District objectives, sensitivities and stakeholders.

5. Team organizational chart and description of reporting relationships.

6. Overall project management structure and accountabilities.

C. Public/Private Partnerships - 15%

Describe the quality, complexity, stability and longevity of Development Team’s partnerships with public agencies. Of importance is any development experience with other educational institutions; any specific examples of successfully working on a challenging project with a public entity; and, public sector references.

D. Operations Plan and Revenue Generation Opportunities - 20%

The following items will be the key criteria by which submissions for this section will be evaluated:

1. Overall approach to operating and maintaining the Project.

2. Examples of where your team has successfully implemented programs and services that generate offsetting revenues. Specific expertise of team members in this area.

3. State willingness to risk share with the District in revenue generation activities (e.g., master lease of private uses) and provide examples of such activities.

4. Show financial underwriting that forms the basis of the Development Team’s proposal.

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4.0 PROPERTY DETAILS

Revere Center is a 6.61 acre site containing four parcels (including three vacant lots), located at 6735 Gifford Way, San Diego, CA 92111. This site currently houses food services, JROTC, risk management, and student records.

Site Location
The maps below show the location of the Revere Center site in relation to the greater San Diego area, as well as the area available for redevelopment under this RFP.

<table>
<thead>
<tr>
<th>Property Details</th>
<th>REVERE CENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Use</td>
<td>School administration functions including food services, risk management, JROTC, and student records and three unimproved parcels</td>
</tr>
<tr>
<td>Size</td>
<td>6.61 acres</td>
</tr>
<tr>
<td>Access</td>
<td></td>
</tr>
<tr>
<td>Automobile</td>
<td>From Gifford Way</td>
</tr>
<tr>
<td>Public Transit</td>
<td>Bus route on nearby Comstock Road</td>
</tr>
<tr>
<td>Traffic</td>
<td>Low in immediate vicinity, heavy on nearby Linda Vista Road</td>
</tr>
<tr>
<td>Zoning</td>
<td>RM-1-1</td>
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<tr>
<td>Use</td>
<td>Multi-family residential</td>
</tr>
<tr>
<td>FAR</td>
<td>.075</td>
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<tr>
<td>Setbacks</td>
<td>20’ front, 15’ rear, 8’ sides (standard – lower achievable)</td>
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<tr>
<td>Parking Spaces</td>
<td>75</td>
</tr>
<tr>
<td>---------------</td>
<td>----</td>
</tr>
<tr>
<td>Utility Availability</td>
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</tr>
<tr>
<td>Electric</td>
<td>Yes</td>
</tr>
<tr>
<td>Gas</td>
<td>Yes</td>
</tr>
<tr>
<td>Sewer / Storm</td>
<td>Yes</td>
</tr>
<tr>
<td>Water</td>
<td>Yes</td>
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<tr>
<td>APN #s</td>
<td>431-360-02-00, 431-370-02-00, 431-370-03-00, 431-370-04-00</td>
</tr>
<tr>
<td>SDUSD District / Board Member</td>
<td>C / Michael McQuary (Board President)</td>
</tr>
<tr>
<td>City Council District / Council Member</td>
<td>7 / Scott Sherman</td>
</tr>
<tr>
<td>Env. Considerations</td>
<td>Multi-tiered site</td>
</tr>
<tr>
<td>Improvements</td>
<td></td>
</tr>
<tr>
<td># of Buildings / # of Portables/Relocatables</td>
<td>2 buildings / 4 portables</td>
</tr>
<tr>
<td>Use</td>
<td>School Administration</td>
</tr>
<tr>
<td>Square Feet</td>
<td>17,889 buildings/3,864 portables</td>
</tr>
<tr>
<td>Condition</td>
<td>Average to Good</td>
</tr>
<tr>
<td>Age</td>
<td>Range from 1958 and 1974</td>
</tr>
</tbody>
</table>

**Existing Space Use**
The Revere Center has 21,753 square feet of existing office space. There are currently 62 employees from four departments at the site. There are three vacant lots that measure .37 acres combined.

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SECTION V
SUBMITTAL REQUIREMENTS

5.0 OVERVIEW

This section describes the RFP submittal requirements necessary to be deemed a “Responsive RFP.” The District will not consider any RFP response that does not completely fulfill these requirements. A concise, professional, and complete response to the RFP will help the Selection Committee identify the most qualified teams and will be indicative of the level of the respondent’s commitment to the desired project. Proposals will need to meet all applicable District, Local, State and Federal requirements.

5.1 SUBMITTAL SCHEDULE

A. Initial Interest and Qualifications Submission Deadline

RFP Initial Interest and Qualification responses are due on April 12, 2017 by 3:00 pm Pacific Standard Time. Any submissions received after 3:00 pm Pacific Time will not be considered.

B. Proposal Submission

Final responses to the RFP are due on May 5, 2017, by 3:00 pm Pacific Standard Time. Any submissions received after 3:00 pm Pacific Time will not be considered.

C. Submittal Delivery Instructions

Proposers are required to deliver their responses to:

Gene Fuller
Director, Real Estate
San Diego Unified School District
4100 Normal Street, Annex 2, Rm. 101
San Diego, CA 92103

[The remainder of this page is intentionally left blank]
D. **Timetable for Review**

The District will endeavor to follow the timetable set forth below (all days are calendar days unless otherwise noted); however, the timetable below is a guideline only and is subject to change at District’s sole discretion and without prior notice:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Mandatory Pre-Submittal Conference</td>
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</tr>
<tr>
<td>Initial Interest &amp; Qualifications Submittal Deadline</td>
<td>April 12, 2017</td>
</tr>
<tr>
<td>Mandatory Community Engagement Meeting</td>
<td>April 20, 2017</td>
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<tr>
<td>Question Deadline</td>
<td>April 30, 2017</td>
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<td>Final Responses to RFP Due</td>
<td>May 5, 2017</td>
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<td>District Evaluation Period</td>
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<td>Proposals and Recommendations to District Board</td>
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<td>Submission to State Board of Education</td>
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<td>State Board Approval</td>
<td>Within 45 days of submission</td>
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<tr>
<td>Negotiate Joint Occupancy Term Sheet</td>
<td>Fall 2017</td>
</tr>
<tr>
<td>District Board Approval of Term Sheet</td>
<td>Fall 2017</td>
</tr>
</tbody>
</table>

5.2 **QUESTIONS REGARDING THE RFP**

Any questions, interpretations or clarifications, either administrative or technical, about this RFP must be requested in writing by 3:00 p.m. on April 30, 2017. All pertinent questions will be answered in writing and conveyed to all proposers via the district website. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. All questions shall be directed to Gene Fuller, Director of Real Estate, and sent via US Mail or email, in care of, to the following:

**US Mail:**

Jeanette Moore  
San Diego Unified School District  
4100 Normal Street, Annex 2, Rm. 101  
San Diego, CA 92103

**Email:** jmoore4@sandi.net

5.3 **MANDATORY PRE-SUBMITTAL CONFERENCE**

The purpose of the conference is to present potential Development Teams with information about the site, solicitation process and proposal process. The conference will also provide a
forum for interested parties to get answers to pertinent questions. All interested Development Teams must attend this meeting. Initial interest and qualifications submittals are due prior to commencement of this meeting. See page 2 for more information.

5.4 SUBMITTAL FORMAT – FINAL RESPONSE TO RFP

This section contains instructions on how to prepare and submit a response to this RFP. A concise, professional and complete response to the RFP will help the Selection Committee identify the most qualified teams and will be indicative of the level of the proposer’s commitment to the desired project.

The proposer shall follow the format specified in the following subsections. Each section of the submittal shall be tabbed according to the numbering system specified in this RFP. Any firm that fails to provide all of the information requested in the order requested is subject to disqualification from the solicitation process without further consideration.

1. Required Number of Proposal Copies
   Please submit six (6) bound copies, one (1) unbound, double-sided copy on standard weight paper (no heavy-weight paper), and one (1) copy in electronic format on a USB Thumb Drive. Note, email submissions will not be accepted.

2. Submission Presentation
   Responses to the RFP shall be submitted on 8½ x 11 inch paper. Each submittal shall not exceed 100 pages in length, excluding exhibits, tabs, and the table of contents. Exhibits shall not be larger than 8½ x 11 inches. Each section of the response shall be tabbed according to the index system indicated in the submittal requirements at Section 5.5, item 4.

5.5 SUBMITTAL ORGANIZATION AND CONTENTS - FINAL RESPONSE TO RFP

Development Teams shall submit their qualifications in packages as specified below. Submissions should be clearly marked “RESPONSE TO SDUSD JOINT OCCUPANCY DEVELOPMENT REQUEST FOR PROPOSALS.” A completed response shall include all mandatory items as defined below.

1. Cover Page
   The Cover Page shall include the title, submittal due date, name, address, telephone and fax numbers, and e-mail address of the principal contact.

2. Table of Contents
   Each response shall contain a clearly marked table of contents outlining each of the sections and corresponding page numbers.
3. **Cover Letter**
The cover letter shall not exceed two (2) pages. Any changes to the submittal format or deletions of requested material shall be explained in the cover letter.

Additional cover letter inclusions:
- Identify the proposer’s primary contact (include address, e-mail address and telephone number) who is responsible for all District queries made during the intake and processing of the response.
- If proposing joint venture partners and subcontractors, include company name(s), the types of services to be provided by each, and the primary contact for each.
- The signatory shall be a person with legal authority to bind the Development Team, and key partners as required for this RFP. NOTE: The signatory must be an employee of the responding entity on the team that will be providing the GMP and project financing.

4. **Submittal Requirements**
The following table defines the required proposal elements of the RFP response. Responses must be submitted according to this table. Section 3.0, item B and Section 3.3 contain details regarding evaluation criteria.

<table>
<thead>
<tr>
<th>RFP SECTION</th>
<th>REQUIRED CONTENT (tabbed sections)</th>
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<tr>
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<td>Section 5.5 (2) Page 24</td>
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<td>Section 5.5 (3) Page 25</td>
<td>Cover Letter (Maximum of 2 pages)</td>
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<tr>
<td>Section 3.3 (A) Page 17</td>
<td>Development Team’s Expertise</td>
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<tr>
<td></td>
<td>- Must also include Development Team composition (5.6 below)</td>
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<tr>
<td></td>
<td>- Must also include project related experience and references (5.7 below)</td>
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<tr>
<td>Section 3.3 (B) Page 18</td>
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<tr>
<td></td>
<td>- Must also include project approach (5.8 below)</td>
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<td>Section 3.3 (C) Page 19</td>
<td>Public/Private Partnership</td>
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<td>Section 3.3 (D) Page 19</td>
<td>Operations Plan and Revenue Generation Opportunities</td>
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</tbody>
</table>

5.6 **DEVELOPMENT TEAM COMPOSITION – INITIAL INTEREST AND QUALIFICATIONS AND FINAL RESPONSE TO RFP**

A. Identification of Responding Entity

Identify the responding entity who will be contractually obligated to a GMP and be providing specified project financing, as well as any other key members of the team, including the actual project lead for day-to-day management of the Project and any other consultants included
on the team at this time (name of individual, firm address, e-mail address and telephone number). At a minimum, the submittal shall identify the lead responding firm, joint venture partner firms, and experts in development operations.

B. Identification of Primary Team Members
This section shall identify the contact person with primary responsibility for the Project, the key personnel proposed to work on the Project, and joint venture partners and subcontractors. The persons listed will be considered committed to the Project with no substitutions without prior agreement. At a minimum, the following key individuals must be identified:

- Lead Project Manager
- Other Leads

5.7 PROJECT RELATED EXPERIENCE AND REFERENCES – INITIAL INTEREST AND QUALIFICATIONS AND FINAL RESPONSE TO RFP

A. Development Experience
Provide a minimum of three (3) and a maximum of six (6) development projects which have been completed by the team, including identification and a brief description of each project square footage, city and street address, construction costs, sources of financing (with contact references), construction/completion time frames and dates, and identification and role of the team members in the Project.

Photographs and/or graphics of projects must be included. Client and public agency references related to these projects shall be included. All projects are to have been completed within the last 10 years.

B. Provide a minimum of three (3) references knowledgeable of proposer’s projects undertaken (whether still pending or completed) within the last five years. Educational institutions or other public agency references are preferred. For each reference, please provide a contact person, address, and telephone number(s).

5.8 PROJECT APPROACH – INITIAL INTEREST AND QUALIFICATIONS AND FINAL RESPONSE TO RFP

A. Team Organization Chart
Provide an organizational chart and succinct narrative describing the role and relevant background experience of each of the firms and key individuals who would be involved in implementation of the Project and address the availability of resources, experience and capabilities to assure timely implementation of the Project.
B. Project Management Design and Construction

For the design and development of your proposed project, provide a description of your overall project management structure and a description of the reporting relationships and accountabilities between firms and individuals. Describe your approach to communications within your team and between your team and the District. Architects and other design professionals do not have to be identified by name when submitting initial interest and qualifications; but must be identified by name when submitting the final response to the RFP.

5.9 PROPOSER’S COST

Costs for developing proposals are entirely the responsibility of the proposer and shall not be chargeable to the District.

5.10 PROPOSALS BECOME THE PROPERTY OF THE DISTRICT

All materials, ideas, and formats submitted in response to this RFP will become the property of the District on receipt and may be returned only at the District’s option and at the proposer’s expense. One copy shall be retained for official files. Proposals become the property of the District and information contained therein is subject to disclosure under the California Public Records Act. The District reserves the right to make use of any information or ideas contained in the proposal.

5.11 REJECTION OF PROPOSALS

The District may reject any or all proposals and may waive any immaterial deviation in a proposal. The District’s waiver of an immaterial defect shall in no way modify the RFP documents or excuse the proposer from full compliance with the specifications if he/she is awarded the contract. Proposals referring to terms and conditions other than the District’s terms and conditions may be rejected as being non-responsive.

The District may make investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the District all such information and data for this purpose as requested by the District. The District reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the District that such proposer is properly qualified to carry out the obligations of the contract and complete the work specified.

5.12 CANCELLATION

This solicitation does not obligate the District to enter into an agreement. The District retains the right to cancel this RFP at any time. No obligation either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a proposal.
5.13 **ERRORS AND OMISSIONS**

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP or any of its attachments, he/she shall immediately notify the District of such error in writing and request modification or clarification of the document. Modifications will be made by addenda. Clarifications will be given by written notice to all parties who have been furnished or who have requested an RFP for proposing purposes, without divulging the source of the request for same.

5.14 **ADDENDA**

The District may modify this RFP, any of its key action dates, or any of its attachments, prior to the RFP submittal date. Addenda will be numbered consecutively. It is the proposer’s responsibility to ensure they have incorporated all addenda.

5.15 **SUBMISSION OF PROPOSAL**

Proposals will be accepted on or before the date and time indicated in the submittal schedule, in accordance with Section V – Submittal Requirements.

5.16 **CONFIDENTIAL MATERIAL**

Responses to this RFP will become the exclusive property of the District and subject to Government Code sections 6250, et seq., the California Public Records Act. However, documents submitted to the District in response to this RFP shall be treated as confidential and not shared with the public until the District has selected the Development Team and their proposal.

Those documents that are corporate financial records, corporate proprietary information, trade secrets as that term is defined in Civil Code section 3426.1(d), or otherwise exempt by law from disclosure and which are prominently marked as “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” may not be subject to disclosure at any time. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is deemed to be required by law or by an order of the court. Development Teams that indiscriminately identify all or most of their submittal as exempt from disclosure without justification may be deemed non-responsive.

In the event the District is required to defend a Public Records Act claim or action for any of the contents of a proposal labeled “TRADE SECRET”, “CONFIDENTIAL”, or “PROPRIETARY” Development Teams agree, upon submission of its proposal for the District’s consideration, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.
5.17 **DISPUTES**

The District encourages potential proposers to resolve issues regarding the requirements through written correspondence and discussions during the period in which clarifying addenda may be issued. The District wishes to foster cooperative relationships and to reach a fair agreement in a timely manner.

Interpretation of the wording of this document shall be the responsibility of the District and that interpretation shall be final.

5.18 **NON-ENDORSEMENT**

If a proposal is accepted, the proposer shall not issue any news releases or other statements pertaining to the award/selection which state or imply San Diego Unified School District’s endorsement of proposer’s services.

5.19 **PERFORMANCE MONITORING**

If any key personnel identified by the proposer for the Project should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the selected proposer shall promptly notify the District explaining the circumstances. Changes in assignment of key personnel due to commitments not related to the Project are prohibited without District approval.

On request by the District, the selected Development Team shall furnish to the District within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the District may require to judge the experience and competence of the substitute person. Upon approval by the District, such substitute person shall be assigned to this Project and if the District rejects the substitute, the firm shall have seven (7) days thereafter to submit a second substitute person. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the District. Absence of acceptable key personnel for the Project shall constitute an event of default.
5.20   EXAMINATION OF PROPERTY

The District does not represent the property or surrounding area to be controlled or safe in any respect. The District disclaims any liability for injury or loss sustained by any individual or company while on District’s property. Arrangements MUST be made through the District’s Real Estate Office prior to entry onto the Revere Center. Visitors to the property will be required to sign a release form, as provided in Attachment C, and deliver to the District’s representative for authorization prior to entry on the property.

Real Estate Office
  c/o Tracey Tincknell, Property Management Specialist
  4100 Normal Street, Annex 2, Room 101
  San Diego, CA 92103
  (619) 725-7274

5.21   INDEMNIFICATION

A. To the fullest extent allowable by law, the Development Team will defend, indemnify and hold harmless the District, its Board of Education members, officers, agents, employees and directors (hereinafter “Indemnified Parties”) from and against any claim, demand, loss or liability (hereinafter “Claim”) or any nature or cause whatsoever, and whether actual or alleged, arising from or in any way connected with the response of this RFP, including, but not limited to, any Claim for personal injury, death, property damage, loss of profits, infringement upon intellectual property rights, failure to comply with all of the requirements contained in Education Code section 45125.1 and/or disclosure of confidential information which might be obtained by Developer during response of this RFP; except where such Claim is caused by the sole negligence or willful misconduct of the Indemnified Parties.

B. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability covered by this, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Development Team shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding.

C. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, the Development Team shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief and shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief.
5.22 INSURANCE

The Development Team shall not commence work nor shall it allow any employee, contractor or subcontractor to commence work under this RFP until it/he has obtained and submitted to the District all required insurance hereunder as well as all certificates and required endorsements evidencing such coverage. The Development Team acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds in excess of the limits and coverage and which is applicable to a given loss, will be available to District.

1. **General Requirements.** All insurance required herein shall be provided by carriers licensed to do business in the State of CA which are rated “A-, VII” or better by the current Best’s Rating Guide. Exception may be made for the CA State Compensation Insurance Fund when not specifically rated. In the event coverage is provided by non-admitted surplus lines carriers, the insurer(s) must be included in the current CA List of Approved Surplus Lines Insurers (LASLI list) and otherwise meet all rating requirements, subject to the approval of District’s Risk Manager.

   a. As specified below, the Development Team shall maintain, or cause to be maintained, at its/his sole cost, such insurance as will protect it/him and District from claims for damages for bodily injury, including death, and damage to property, as well as claims under the CA Workers’ Compensation Acts, which may arise from operations under this Agreement, whether such operations be performed by itself/himself or on its/his behalf by Development Team, it/his contractor(s) or subcontractor(s) or anyone directly or indirectly employed by either of them.

   b. Certificates of insurance and required endorsements:
      
      i. All certificates and required endorsements shall be filed with District’s Strategic Sourcing and Contracts Department, along with Certificates of insurance, prior to commencement of work under this Contract/Agreement.

      ii. Certificates of insurance shall state in particular those insured, the extent of insurance, the location and operation to which the insurance applies, expiration date and the cancellation and reduction notice. Should any of the required policies be cancelled before the stated expiration date, notice thereof will be delivered in accordance with the policy provisions.

      iii. The San Diego Unified School District must be named as an additional insured pursuant to a separate endorsement on the Commercial General Liability Coverage and the Automobile Liability coverage. The endorsement must be provided along with the Certificate of Insurance prior to commencement of work on the contract.
c. Any deductibles and/or self-insured retentions in excess of $10,000 must be declared to and approved by District’s Risk Manager.

d. Waiver of Subrogation:
   i. The Development Team hereby agrees to waive subrogation which any insurer of Development Team and/or its contractors or subcontractors, if any, may acquire from Development Team by virtue of the payment of any loss. The Development Team agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
   ii. The Commercial General Liability and Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by the Development Team, its employees, agents, contractors and subcontractors, if any. These endorsement shall be provided along with the Certificate of Insurance prior to the commencement of work under this Agreement.

2. Commercial General Liability Insurance. The Development Team shall maintain during the life of this agreement Commercial General Liability insurance with limits of at least $5,000,000 per occurrence with coverage for personal injury, including death, property damage, contractual, products and completed operations. Coverage for abuse and sexual molestation shall be included up to the full policy limits. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract/Agreement or the general aggregate limit shall be twice the occurrence limits or $10,000,000.

3. Automobile Liability Insurance. The Development Team shall maintain coverage with limits of at least $2,000,000 combined single limits (CSL) per accident, for all owned, scheduled, hired or non-owned (“any auto”) vehicles. $5,000,000 may be required if you are dealing with construction equipment or a transit exposure.

4. Workers’ Compensation and Employer’s Liability. The Development Team shall provide, for the duration of the agreement, Workers’ Compensation insurance as required by the State of California for all employees subject to said requirements, with Statutory Limits and Employer’s Liability insurance with limits of no less than $1,000,000 per bodily injury or disease. In the event any work pursuant to this Contract/Agreement is sublet or performed by contractors and/or subcontractors, Development Team shall require its contractors and subcontractors to provide similar coverage for its/their employees. Any class of employee or employees not covered by the contractors’ or subcontractors’ insurance shall be covered by Development Team’s insurance.
5. **Errors and Omission Insurance (Professional Liability).** The Development Team shall maintain during the life of the agreement insurance appropriate to the Development Team’s profession with limits no less than $2,000,000 per occurrence or claim; $4,000,000 aggregate. In the event coverage is written on a claims-made policy:

   a. The Retroactive Date must be shown and must be on or before the date of this contract/agreement or the beginning of work on the agreement;
   
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; and
   
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Development Team must purchase “extended reporting” coverage for a minimum of 5 years after completion of the work.

6. **Special Risks or Circumstances.** District reserves the right to review and modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

The Development Team may satisfy all or some of the above insurance requirements with a comparable program of self-insurance, subject to approval by District’s Risk Manager. The successful Development Team will provide evidence of compliance with District’s standard insurance requirements for joint use agreements and/or construction contracts and will require similar coverage, including all-risk property and builder’s risk from its contractors and subcontractors, if any.

5.23 **FINGERPRINTING**

The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to a joint occupancy agreement Development Team’s employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Development Team shall require its employees, and its subcontractor’s employees, who will provide services pursuant to the joint occupancy agreement, to submit their fingerprints in a manner authorized by the Department of Justice (DOJ) together with a fee determined by the DOJ, in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45125.1.

Development Team shall not permit any employee or subcontractor’s employee to perform services who may come in contact with pupils until the DOJ has determined that the employee has not been convicted of a felony nor has felony criminal charges pending as defined in section 45122.1.
Development Team shall certify in writing that all of its employees and all subcontractor’s employees, present or new hires, have not been convicted of a serious or violent felony (as defined in Education Code section 45122.1) or is awaiting adjudication of same. This certification shall be provided by Development Team to the District prior to any of Development Team’s employees, or subcontractor’s employees, coming in contact with any District pupils.

At the decision of the Development Team, the District’s School Police Services Division can provide fingerprinting services at the prevailing fee being collected by the District. Development Team may call the District Police Services Live Scan Unit (619) 725-7014 in advance to set up appointments for fingerprinting of Development Team’s employees. The Live Scan Unit is located at the Education Center, 4100 Normal Street, Police Services Building, San Diego, CA 92103.

All records shall remain confidential and shall be retained by the District. Compliance with this requirement shall be done at Development Team's expense upon award.
SECTION 17515-17526

17515. Any school district may enter into leases and agreements relating to real property and buildings to be used jointly by the district and any private person, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation pursuant to this article. As used in this article, “building” includes onsite and offsite facilities, utilities and improvements that, as agreed upon by the parties, are appropriate for the proper operation or function of the building to be occupied jointly by the district and the private person, firm, or corporation. It also includes the permanent improvement of school grounds.

Any building, or portion thereof, that is used by a private person, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation pursuant to this section shall be subject to the zoning and building code requirements of the local jurisdiction in which the building is situated.

Section 53094 of the Government Code shall not be applicable to uses of school district property or buildings authorized by this section, except in the case of property or buildings used solely for educational purposes.

17516. (a) Before the governing board of a school district enters into a lease or agreement pursuant to this article, it shall own a site upon which a building to be used by the district and private person, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation may be constructed and shall have complied with the provisions of law relating to the selection and approval of sites.

(b) This section shall not apply to any building to be acquired by purchase pursuant to Article 2 (commencing with Section 17110) of Chapter 16 of Part 10.

17517. The term of any lease or agreement entered into by a school district pursuant to this article shall not exceed 66 years.

17518. (a) The governing board of a school district may let to any private person, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation, any real property that belongs to the district if the instrument by which the property is let requires the lessee therein to construct on the demised premises, or provide for the construction thereon of, a building or buildings for the joint use of the school district and the private person, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation during the term of the agreement.

(b) However, title to that portion of the building to be occupied by the private individual, firm, local governmental agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation shall remain exclusively the personal property of the private party during the term of the lease and the title to that portion of the building to be occupied by
the district shall vest in the district upon completion thereof and acceptance thereof by the
school district. No rental fee or other charge for the use of the building shall be paid by the
district.

17519. Any lease of real property by a school district to a private person, firm, local governmental
agency, as defined in paragraph (3) of subdivision (f) of Section 4420 of the Government Code,
or corporation pursuant to this article shall be upon the terms and
conditions as the parties thereto may agree and may be entered into without complying with any
provisions of this code except as provided in this article. However, any lease or agreement
pursuant to this article shall be subject to Article 7 (commencing with Section 35230) of Chapter
2 of Part 21.

17520. Before entering into a lease or agreement pursuant to this article, the governing board
of a school district shall comply with Section 17521.

17521. For the purposes of receiving proposals for the joint occupancy of a building to be
constructed on school property, the board shall, in a regular open meeting, adopt a resolution
declaring its intention to consider the proposals. The resolution shall describe the proposed site
on which the building to be jointly occupied is to be constructed in a manner so as to identify the
site, shall specify the intended use of that portion of the building that is to be occupied by the
district, and shall fix a time not less than 90 days thereafter for a public meeting of the governing
board to be held at its regular place of meeting, at which meeting the board shall receive and
consider all plans or proposals submitted.

17522. Notice of adoption of the resolution and the time and place of holding the meeting shall
be given by publishing the resolution at least once a week for three weeks in a newspaper of
general circulation published in the district if there is one, or if none is published in the district,
in a newspaper published in the county.

17523. At the time and place fixed in the resolution for the meeting of the governing board, the
board shall meet and consider all plans and proposals submitted for the joint occupancy of the
building to be constructed on the proposed school site.

17524. (a) After considering all proposals submitted, the governing board of the school district
may, subject to Section 17525, select the plan or proposal that best meets the needs of the school
district and enter into a contract incorporating that plan or proposal either as submitted or as
revised by the governing board of the school district. However, the governing board shall not
approve any proposal nor enter into a lease or contract incorporating a proposal until the
governing board has submitted the proposal to the State Board of Education, and the State Board
of Education has approved the proposal. The State Board of Education shall, within 45 days of
the date of submission, notify the governing board of its approval or disapproval.

(b) The governing board shall require any person, firm, local governmental agency, as defined
in paragraph (3) of subdivision (f) of Section 4420 of the Government Code, or corporation with
whom it enters into a lease or agreement pursuant to this article to file one of the following, as determined by the governing board:

(1) A bond for the performance of the lease or agreement.
(2) An irrevocable letter of credit issued by a state or national bank or a federal or state credit union for the performance of the lease or agreement.

17525. Any building constructed for the use of a school district pursuant to this article is subject to Sections 17280 to 17313, inclusive, and all other provisions of this code relating to the physical structure of school buildings.

17526. The provisions of this article prevail over any provisions of law that conflict therewith.
ATTACHMENT B
SITE INFORMATION

The information on the following pages provides site specific information on Revere Center. Although site information is provided below, proposers are responsible for conducting their own due diligence.

Provided information for Revere Center include a Small Scale Plot Plan, an Aerial Map, and a Site Use Map.
### Revere Center

1. **Revere Center Small School Plot Plan**

   ![Plot Plan Diagram]

   - Portables Facilities
     - Name
     - Bldg. #
     - Exit Area
     - Date of Completion
     - Total
   
     | Name | Bldg. # | Exit Area | Date of Completion | Total |
     |------|---------|-----------|--------------------|-------|
     |      | 01-01   | 8,189 S.F.| 11/04/56           | 12,459 |
     |      | 02-02   | 10,343 S.F.| 11/21/74          | 18,533 |

   * All data obtained from Facilities Management Office.
   ** Area from building #02 to #03.

2. **Revere Center Aerial**

   ![Aerial View Diagram]
3. Revere Center Site Use
ATTACHMENT C  
SITE RELEASE FORM  

THIS RELEASE FROM LIABILITY AND ASSUMPTION OF RISK (“Release”) is entered into this _____ day of ______, 2017, by _________________________ (“Developer”). As consideration for being permitted by the San Diego Unified School District (“District”) to enter upon District property located at 6735 Gifford Way, San Diego CA 92111 (“District Property”) for the purposes of preparing a bid for construction, Developer hereby releases the District and assumes the risk of such entry upon District Property, as follows:

1. **Waiver and Release.** Developer, and for his/her assignees, guardians and legal representatives as well, does hereby release and forever discharge and hold harmless District and its successors and assigns from any liability, claims, loss, cost, expense, including reasonable attorney’s fees, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Developer’s entry onto District Property. Developer understands that this Release discharges District from any liability or claim that the Proposer may have against District with respect to any bodily injury, personal injury, illness, death or property damages that may result from Developer’s entry onto District Property whether caused by the negligence of District or its officers, directors, employees, volunteers or agents or otherwise. Developer also understands that District shall not be responsible for supervising or managing Developer on District Property.

2. **Assumption of the Risk.** Developer understands that there may be hazards, unknown health and safety risks, dangerous construction work sites and conditions of disrepair on District Property. These include, but are in no way limited to, natural hazards and man-made hazards, some of which are obvious and some of which may be hidden. The Developer hereby expressly and specifically assumes the risk of injury or harm resulting from Developer’s entry upon District Property and releases District from all liability for injury, illness, death or property damage resulting from Developer’s entry onto District Property.

3. **Representation.** Developer has represented to District he/she is familiar with the inherent risks posed by potential construction sites and is experienced with and is aware of potential exposure to dangerous conditions. District has relied upon this representation in giving permission to Developer to enter onto District Property.

4. **Jurisdiction.** Developer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the law of the State of California. Developer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, such event shall not affect the validity of the remainder of the Release, which shall continue to be enforceable.

DATE: __________________

SIGNATURE: __________________________________________________________________

NAME/TITLE/FIRM: _____________________________________________________________

For School District Use Only  
Date(s) of Entry_________________  
Authorized Signature_________________

SDUSD - JOINT OCCUPANCY REQUEST FOR PROPOSALS  
Attachment C – Page 1 of 1
ATTACHMENT D
RESOLUTION OF INTENT TO CONSIDER JOINT OCCUPANCY PROPOSALS AT REVERE CENTER

[The Board approved, fully executed Resolution follows]
Resolution of Intention to Consider Proposals to Enter into Agreements to Develop Revere Center for Joint Occupancy

RESOLUTION

WHEREAS, the goal of the San Diego Unified School District ("District") is to generate long-term revenue through alternatives to sale of its real property; and

WHEREAS, under Education Code section 17515 et seq., the District Board of Education ("Board") may enter into agreements in which another party either constructs or provides for the construction of a building for joint occupancy through a request for proposal, and may select the proposal that best meets the needs of the District; and

WHEREAS, it is the intent of the District to consider proposals for joint occupancy for Revere Center, located at 6735 Gifford Way, San Diego, CA 92111 to maximize the District’s revenues while maintaining ownership of said property; and

WHEREAS, under Education Code section 17521 the Board shall specify the intended use of that portion of the building that is to be occupied by the District. Such description follows:

- Educational and support service facilities of 15,000 square feet.
- Minimum 1,500 square foot (30’ x 50’) working garden which will supply a portion of produce served in school cafés as part of the District’s Garden to Café program.
- Minimum 1,000 square foot food lab (included in the 15,000 sf above) which will be a direct extension of a classroom in which students can learn concepts about the food cycle from planting, growing, cultivating, cooking, and composting. Additionally, the food lab would serve as a culinary arts training center for the food and nutrition services kitchen staff and school cooks and food service workers would attend professional development workshops where they learn new culinary skills and preparation methods for school meals.
- Parking with a minimum of 50 spaces.

WHEREAS, the District will give notice of adoption of this resolution and the time and place of the board meeting to consider received proposals by publishing this resolution once a week for a three-week period in a newspaper of general circulation; and

WHEREAS, all appropriate community planning and stakeholder organizations will be contacted to provide input and feedback; and

WHEREAS, the District will require as part of any agreement(s) that the selected proposer(s) pay for any relocation expenses of the District, if applicable, unless extenuating circumstances dictate otherwise; and

WHEREAS, the District reserves the right to waive minor irregularities or reject all proposals and to withdraw the property from consideration for joint occupancy; and
WHEREAS, the District may select the joint occupancy proposal that complies with Education Code section 17515 et seq., and that best meets the needs of the District, and may thereafter enter into an agreement incorporating that proposal either as submitted or as revised by the Board; and

WHEREAS, no selected proposal or agreement to develop a joint occupancy project shall be approved by the Board until the Board has submitted the proposal to the State Board of Education and the State Board of Education approves the proposal.

NOW THEREFORE, THE GOVERNING BOARD OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That all the above recitals are correct.

Section 2. That San Diego Unified School District will consider proposals for joint occupancy for recreational, community, commercial, or other permissible uses to maximize revenues in response to an RFP for Revere Center, located at 6735 Gifford Way, San Diego, CA 92111 and for the uses specified in the RFP at its regularly scheduled meeting on July 25, 2017, at 5:00 p.m. at the Eugene Brucker Education Center, 4100 Normal Street, San Diego, CA 92103, unless that date is otherwise amended via publication by the Superintendent, or its designee.

Section 3. That the Superintendent of San Diego Unified School District, or its designee, is further directed to issue a Request for Proposals on or before March 1, 2017.

Section 4. That the Superintendent of San Diego Unified School District, or its designee, must submit to the State Board of Education, for approval, any proposal regarding joint occupancy before the San Diego Unified School District may approve an agreement or proposal for joint occupancy.

PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE SAN DIEGO UNIFIED SCHOOL DISTRICT, San Diego, California, at a public meeting duly called and held on this 28th day of February 2017, by the following vote:

AYES: Barrera, Beiser, Evans, McQuary, Whitehurst-Payne
NAYS: None
ABSENT: None
ABSTAIN: None

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

I, Cheryl Ward, Board Action Officer of Board of Education, San Diego Unified School District, San Diego, California, do hereby certify that the forgoing is a full, true, and correct copy of a Resolution adopted by said Board at a meeting thereof held at its regular place of meeting at the time and by the vote above stated, which Resolution is on file in the office of said Board.

Cheryl Ward
Board Action Officer, Board of Education
San Diego Unified School District

APPROVED AS TO FORM AND LEGALITY

KIMBERLY CHAPIN, Assistant General Counsel II
San Diego Unified School District
ATTACHMENT E
COST RECOVERY AGREEMENT

[The District’s cost recovery agreement follows]

Note: The cost recovery agreement is under review by the district and can be replaced with a more current version at the discretion of the district.
COST RECOVERY AGREEMENT FOR REVERE CENTER JOINT OCCUPANCY PROJECT

THIS AGREEMENT is made and entered into on, by _________________________________, a ________________________________, referred to herein as “Developer” and the San Diego Unified School District, referred to herein as “District” and collectively as the “Parties.”

RECIPIENTS

WHEREAS, District has selected the joint occupancy proposal submitted by _________________________________ for the development of District owned property located at 6735 Gifford Way, San Diego, CA 92111, which proposes the construction of _________________________________ as part of the joint occupancy project on a _____ acre District owned parcel (collectively “Project”).

WHEREAS, Developer desires to reimburse District for all costs incurred by District for preparation of all reports, documents and studies required by the California Environmental Quality Act (“CEQA”) for development of the Property pursuant to the terms set forth in this Cost Recovery Agreement (“Agreement”).

NOW, THEREFORE, IT IS MUTUALLY AGREED between District and Developer as follows:

1. Terms
   For the purposes of this Agreement, the term District shall include the District Board of Education and/or any District departments, commissions, agents, officers, or employees. For the purposes of this Agreement, the term Developer shall include Developer’s successor-in-interest.

2. Reimbursements to the District
   A. The Developer shall pay, by an advance deposit of $_______, and reimburse the District for the monies expended by the District for the preparation of documents pursuant to CEQA.
including but not limited to, reimbursement of expenses for consultant time, materials, technical studies and notice/publication expenses up to a maximum of $__________
("Maximum Reimbursement Amount"). Developer shall not be obligated to reimburse District for an amount that exceeds the Maximum Reimbursement Amount unless Developer authorizes in writing an increase in the Maximum Reimbursement Amount. Developer will not be required to reimburse the District for in-house staff time spent in furtherance of the Project.

B. The District may, at any time, require Developer to advance funds and/or reimburse District for costs that will or have been, or for which the District reasonably anticipates will be incurred by the District during the course of any action. Where funds have not been received as requested by the District, the Developer shall reimburse the District within thirty (30) days of receipt of an itemized written invoice from District. Where said funds have not been deposited or reimbursed by the Developer, the District may direct consultants to cease all further work until such funds have been fully reimbursed.

C. Payment shall be made out to the San Diego Unified School District and directed to the attention of Randy White, and mailed or personally delivered to the District at 4100 Normal Street, Annex 2, Room 100, San Diego, CA 92103.

3. Effects of Litigation

A. CEQA Litigation. In the event that litigation is instituted, and a final judgment is obtained, which invalidates any action on the basis of CEQA, then Developer shall have no further obligations whatsoever under this Agreement. District may tender the defense of any such litigation to Developer and Developer’s counsel, in which case Developer shall bear all costs of such litigation, including District’s attorneys’ fees, expert witness fees, and court costs in connection therewith.

B. The District will promptly notify Developer of any claim, action, or proceeding that would trigger the applicability of this Agreement and, if the District should fail to cooperate fully in the defense, the Developer shall not thereafter be responsible to defend, indemnify, and hold
harmless the District or its agents, officers, and employees pursuant to this Agreement.

C. If legal action or a special proceeding is commenced by any person or entity (other than a party challenging this Agreement or any provision herein), the Parties agree to cooperate with each other in good faith to defend said lawsuit. To the extent the litigation seeks to overturn or invalidate any approval (including approval of CEQA processes or documents), Developer shall hold the District harmless from and defend the District from all costs and expenses incurred in the defense of such lawsuit, including but not limited to, attorneys’ fees and expenses of litigation awarded to the prevailing party or parties in such litigation. The Developer shall not settle any lawsuit on grounds which include, but are not limited to, non-monetary relief, without the consent of the District. The District shall act in good faith, and shall not unreasonably withhold, condition or delay consent to settle.

D. In the event that a court determination has the effect of preventing, delaying or modifying the development of the Project, District and Developer shall meet and confer in good faith to determine if there are alternative means of achieving the mutual goals and objectives of the Project.

E. Developer agrees to enter into any further agreements as may be required to clarify the duties, rights and responsibilities under this Agreement.

F. If Developer fails or refuses to settle or defend the claim, action, or proceeding in a timely fashion, District may, prior to the date that a response to the claim, action, or proceeding needs to be filed with the court, take any and all actions reasonably necessary to defend such claim, action, or proceeding without having been requested to participate by Developer, and Developer shall reimburse District for its costs and expenses incurred, including, but not limited to, staff time, court costs, attorney fees (including any fees attributable to the work of in-house legal counsel, or any other direct or indirect cost associated with responding to the claim, action, or proceedings. Developer also be responsible for reimbursing District for any private attorney general fees claimed by or awarded to any party from District.
4. **Indemnification by Developer**

   A. Developer shall defend, indemnify, and hold harmless District and its agents, officers, and employees from any claim, action, or proceeding against District or its agents, officers, or employees to attack, set aside, void, or annul the Project, any permits issued by District related to the Project, any conditions imposed by District concerning the Project, or to impose personal liability against such agents, officers, or employees resulting from their involvement in the Project, on the ground that District failed to comply with CEQA, which claim, action, or proceeding is brought within the time period provided by law, including any claim for private attorney general fees and litigation costs claimed by or awarded to any party from District.

   B. Developer shall defend District with counsel of Developer’s choice. District will cooperate fully with Developer and Developer’s counsel in defending such claim, action or proceeding.

   C. The Developer’s obligations to defend, indemnify and hold the District, its officials, officers and employees, representatives, agents and attorneys harmless under the provisions of this paragraph shall include, but not be limited to, the cost of preparation of any administrative record by District, staff time, copying costs, attorneys’ fees, expert witness fees, court costs, the costs of any judgments or awards against the District for damages, losses, litigation costs, or attorney’s fees arising out of a suit or challenge contesting the adequacy of any approval of the environmental document or mitigation plan and the costs of any settlement representing damages, litigation costs and attorney’s fees to be paid to other parties arising out of a suit or challenge contesting the adequacy of the approval of the environmental document or mitigation plan or any document or any other approval related to the Project, if the settlement so provides.

   D. Developer(S) acknowledges and waives its rights under California Civil Code Section 1542 which provides as follows:

   “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”
5. **Termination**

The District may without cause terminate this Agreement by giving written notice as provided below. Developer may not terminate this Agreement for any reason.

6. **Effect of Agreement.** The Project involves many essential terms and conditions that have not yet been agreed upon, and it is expressly contemplated by the Parties that, in order to effectuate the Project, binding agreements will have to be negotiated and agreed to by the Parties. District retains the absolute sole discretion to (i) modify the transaction, create and enter into transactional documents, and modify the Project as may, in its sole discretion, be necessary to comply with CEQA, (ii) select other feasible alternatives to avoid significant environmental impacts, (iii) balance the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided, and/or (iv) determine not to proceed with the Project. No legal obligations will exist unless and until the Parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and the public review process and that have been subject to all applicable governmental approvals.

7. **Notices**

Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

<table>
<thead>
<tr>
<th>District</th>
<th>Developer</th>
</tr>
</thead>
</table>
| Gene Fuller, Director of Real Estate  
San Diego Unified School District  
4100 Normal Street, Annex 2 - Rm. 100  
San Diego, CA 92103  
Phone: 619.725.7045 | Fax: 619.725.7382  
cfuller@sandiucu |
Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is
deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed
received on the fifth day after the date of mailing. Either party may change the above address by
giving written notice pursuant to this paragraph.

8. **Entire Agreement**
   This Agreement represents the complete understanding between the Parties with respect to
   matters set forth herein.

9. **Enforcement Action**
   In the event it becomes necessary for District to take any action against the Developer to enforce
   or interpret the terms of this Agreement, District shall be entitled to its reasonable attorneys’
   fees and costs, including all costs of investigation, and all pre-litigation costs.

10. **Severability**
    If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or
    unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in
    no way be impaired or invalidated.

11. **Governing Law**
    The rights and obligations of the Parties and the interpretation and performance of this
    Agreement shall be governed by the laws of California, excluding any statute which directs
    application of the laws of another jurisdiction. The Parties agree that this contract is made in and
    shall be performed in San Diego County, California.

12. **No Third Party Beneficiaries Intended**
    Unless specifically set forth, the Parties to this Agreement do not intend to provide any other
    party with any benefit or enforceable legal or equitable right or remedy.

13. **Waivers**
    The failure of either party to insist on strict compliance with any provision of this Agreement
    shall not be considered a waiver of any right to do so, whether for that breach or any subsequent
breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, the day and year first above written.

District

Approved in a public meeting of the Board of Education of the San Diego Unified

Date: ___________________________  Date: ___________________________

Gene Fuller, Director of Real Estate  Cheryl Ward, Board Action Officer

Developer

San Diego Unified School District Board of Education

By: ___________________________  Its: ___________________________

Date: ___________________________

APPROVED AS TO FORM AND LEGALITY

Date: ___________________________

Kimberly A. Chapin, Asst. General Counsel II
San Diego Unified School District