

LONG BEACH COMMUNITY COLLEGE DISTRICT

**REQUEST FOR PROPOSAL – RFP 17-1009
FOR THE
PURCHASE OF LONG BEACH COMMUNITY COLLEGE
DISTRICT’S SURPLUS REAL PROPERTY**

(Approximately 6.34 acres of real property located at 3320, 3340 Los Coyotes Diagonal and 3325 Palo Verde Avenue, Long Beach, California 90808, APN 7191-014-902, 903, 904, 905, 906, 010 and 022 known generally as the Los Coyotes Diagonal Site)

PROPOSALS DUE NO LATER THAN 2:00 P.M. JUNE 22, 2017

Dated: May 25, 2017

Key RFP Dates and Deadlines - RFP 17-1009

May 25, 2017	Advertisement in the Long Beach Press Telegram
May 25, 2017	Courtesy Email Notification of RFP Availability
June 7, 2017	RSVP Due by 4:00 p.m. for Non-Mandatory Site Walk
June 8, 2017	Non-Mandatory Site Walk at 4:00 p.m.
June 14, 2017	Submit Written Proposal Questions By 2:00 p.m.
June 22, 2017	Proposals Due By 2:00 p.m.
July 25, 2017	Tentative Board of Trustees Approval of Award (Closed Session)

I. INTRODUCTION AND BACKGROUND

The Long Beach Community College District (“District”) is seeking proposals from qualified parties (“Respondents”) to purchase certain real property consisting of approximately 6.3 acres of real property located at 3320, 3340 Los Coyotes Diagonal and 3325 Palo Verde Avenue, Long Beach, California 90808, APN 7191-014-902, 903, 904, 905, 906, 010 and 022 known generally as the Los Coyotes Diagonal Site (“Property”), as more particularly identified below and the description and map depiction attached hereto as Exhibit “A”.

The District’s Board of Trustees declared the Property surplus on April 23, 2013. The Education Code requires the District to follow a specific procedure to sell surplus property which includes a public competitive bid process. However, the District sought and received a waiver from the Board of Governors of the California Community Colleges which allows the District to use an alternative “Request for Proposal” procedure in which the District seeks proposals from any party interested in purchasing the Property pursuant to the conditions set forth in the District’s Request for Proposal (“RFP”). The District will assess all proposals and determine the best options for the District, as described below.

The District anticipates that following the less formal RFP process will allow the District to negotiate a purchase and sale agreement which better accommodates the needs of both the District and the potential purchaser.

Respondents are encouraged to submit a purchase proposal in accordance with the requirements set

forth herein. The District will review all submitted proposals in accordance with the Proposal Process discussed below. If the District is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the sale will be documented in a formal purchase and sale agreement prepared by the District to be entered into by the District and the successful Respondent.

II. THE PROPERTY

The Property consists of approximately 6.3 acres of real property located at 3320, 3340 Los Coyotes Diagonal and 3325 Palo Verde Avenue, Long Beach, California 90808, APN 7191-014-902, 903, 904, 905, 906, 010 and 022 known generally as the District's Los Coyotes Diagonal Site. The Property contains two medical buildings with existing leases. The buildings have an estimated combined 46,212 square feet of building area. The due diligence materials identified in Exhibit "B" attached hereto (the "Due Diligence Materials") are available electronically upon request by contacting the following:

Alan Moloney, Deputy Director of Purchasing and Contracts
Mail Code: G-4, Building T – Room 2031
4901 E. Carson Street
Long Beach, CA 90808
T. 562-938-4541
E. amoloney@lbcc.edu

III. PROPOSAL GUIDELINES

While attempting to allow potential buyers the latitude to draft responses to the RFP which meet their individual needs, the District wishes to provide some general guidelines regarding what it would like to see within the final purchase and sale agreement(s); however, failure to provide information on any specific item listed below will not preclude such proposal from consideration.

1. All responses submitted must be accompanied by a cashier's check for \$35,000 payable to Long Beach Community College District. All checks except the one received from the successful Respondent shall be returned upon the selection of the successful Respondent. This amount is required to cover the District's costs to negotiate the Purchase and Sale Agreement, and \$15,000 shall be credited without interest against the purchase price under the Purchase and Sale Agreement.
2. The RFP response should state the total amount Respondent is willing to pay for the Property.
3. The District would prefer a short escrow. However, a longer escrow will be evaluated against the purchase price, deposit amounts, interest payments on the unpaid balance during escrow, and other financial and timing factors in the total context of the offer(s). The RFP response should identify the escrow timeframe sought by the Respondent, as well as the deposit and interest payments the Respondent is willing to pay.
4. Respondent may request a "Due Diligence Period" to take any and all actions Respondent deems necessary to investigate and otherwise ensure the Property can be used for the Respondent's intended use. Respondent shall identify the total number of days required for the Due Diligence Period. The District makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, the suitability of the Property for the Respondent's intended use or the present use of the Property, and specifically disclaims all representations or warranties of any nature concerning the Property made by it, the District and

their employees, agents and representatives. Respondents cannot rely on any statement or document provided by the District to assess the viability of the Property, and, therefore, must conduct its own independent investigations during the Due Diligence Period to assess the Property.

5. If a Due Diligence Period is requested, Respondent shall also identify a Good Faith Deposit that will be provided to the District in consideration for the Due Diligence Period. If Respondent requests the option to extend the Due Diligence Period beyond the initial period, it must also identify additional Good Faith Deposits that will be provided to the District if Respondent exercises the due diligence extensions.
6. Respondent should identify the potential governmental agency reviews and approvals necessary for its anticipated use of the Property, including rezoning, conditional use permits, and any anticipated environmental review document. Respondent must confirm that it will be solely responsible for obtaining any necessary approval for the Respondent's intended use of the Property.
7. In addition to the Due Diligence Period, the District will consider granting permission to the selected Respondent for the purposes of examining, inspecting and investigating the Property including conducting tests and surveys, reviewing the Property's soil, subsurface soils, drainage, seismic and other geological and topographical matters, and any other action necessary to help the buyer determine whether the Property is acceptable to Buyer. The RFP response should indicate whether access is needed to the Property during the Due Diligence Period and a description of the potential tests and surveys to be requested by Respondent.
8. The District will not pay for any broker's commission and/or finder's fee applicable to the sale of the Property. Therefore, any commission and/or finder's fee to be paid to any broker or representative of the successful Respondent shall be paid directly by the successful Respondent by a separate arrangement which does not involve the District.

IV. PROPOSAL PROCESS

The District invites qualified persons and/or entities to submit proposals in response to this RFP. Proposals shall include the following:

1. Entity name and identify the main contact during this RFP process including contact person's name, phone, cell phone, and email address.
2. A statement of financial qualifications that includes the following information:
 - a. Is the Respondent a subsidiary of, or affiliated with, any other corporation, corporations, partnerships or firms? If so, please specify. If the Respondent is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary;
 - b. Names and addresses of three current financial references, including a primary bank;

- c. Has the developer entity or its officers, principal members, shareholders or investors, or any of its parent, subsidiary or affiliated entities or other interested parties been adjudged bankrupt, either voluntary or involuntarily, within the past ten years? If so, explain; and
- d. Is there pending litigation against the Respondent entity or its officers, principal members, shareholders or investors, or any parent, subsidiary or affiliated entities or other interested parties other than minor personal injury suits involving claims under \$250,000? If so, explain.
- e. Audited financial statements for the previous three years for the proposed entity with whom the District will contract or, in the likely event that the contracting entity is a newly formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees.
- f. Report from any financial credit rating service for the proposed entity with whom the District will contract or, in the likely event that the contracting entity is a newly formed special purpose entity, the member or members of that entity who will be responsible for financial obligations and on whom the District should rely for financial performance whether or not the final formal documentation calls for guarantees..
- g. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Respondent to fund the proposed purchase of the Property.

Item(s) submitted should be sufficient to permit the District to determine the Respondent's financial capacity to fund the proposed purchase of the Property. The Respondent may wish to mark his/her financial statements, as "CONFIDENTIAL" or "PROPRIETARY." As such, it will be treated as confidential by the District to the full extent permitted by law.

- 3. A detailed description of the Proposal Guidelines as listed above.
- 4. The District will begin accepting proposals upon date of issuance of this RFP, and will continue to accept proposals until 2:00 p.m. on June 22, 2017. Proposals must be submitted to the address set forth below. Responders are solely responsible for ensuring their Proposals are received by the deadline set forth herein.
- 5. Proposals may be mailed or delivered to:

Alan Moloney, Deputy Director of Purchasing and Contracts

Long Beach Community college District

Mail Code: G-4, Building T – Room 2031

4901 E. Carson Street

Long Beach, CA 90808

6. All proposals shall be sealed and clearly marked: “RFP 17-1009 Los Coyotes Diagonal Purchase Proposal.” Respondents shall be solely responsible for ensuring its proposal arrives to the District by the deadline set forth above. The District shall not be responsible for any issues with mail delivery or circulation.
7. Proposals shall include three (3) copies of the proposal hardcopies and one (1) CD (electronic version) or flash drive of its proposal. Respondents submitting fewer than the number of copies requested may be considered “non-responsive.”
8. Telephone or electronic submittals will not be accepted.
9. Any costs incurred by the Respondents in the preparation of any information or material submitted in response to this RFP shall be the sole responsibility of the Respondent.
10. The District reserves the right to reject any and/or all responses, or to withhold the award for any reason. The District may also waive or decline to waive irregularities in any response.
11. The District may begin negotiations with selected Respondent or Respondents at the District’s discretion, at any time. If negotiations are successful, the District’s Board may at their sole discretion invite one or more Respondents to present its/their proposal(s) to the Board.
12. Upon selection of the successful Respondent, the District shall provide a Purchase and Sale Agreement for the Parties execution which will set forth the terms of the purchase. The District reserves the right to terminate this process at any point prior to the selection of the successful Respondent. The solicitation of proposals in no way obliges the District to proceed with any transaction.

V. WALK THROUGH OPTION

The District will hold a non-mandatory walk-through visual inspections of the Property on June 8, 2017 at 4:00 p.m., by appointment only. Please email Alan Moloney amoloney@lbcc.edu by 4:00 p.m. June 7, 2017 to RSVP for the walk-through.

Such walk-through inspections shall be visual inspections only and shall consist solely of walking through the common areas of the Property to visually review its conditions. Under no circumstances shall any interested party conduct any structural inspection or testing on the Property or take any action that will disturb the physical state of the Property or disturb any tenants on the Property during such walk-throughs.

In order to participate in a walk-through at 4:00 p.m. on June 8, 2017, any interested party has submitted an RSVP must sign in with District staff, who will be stationed at the front of building 3320 at the Property. This will be a guided walk through and it will begin promptly at the designated walk-through time. Nothing in this RFP shall be construed as guaranteeing any party the right to perform a walk-through or requiring the District to provide walk-throughs to any party. Any party who is unable to participate in a walk-through for any reason shall not be granted any special consideration. However, participation in the walk-through is not a requirement to submit a Proposal to purchase the Property.

VI. QUESTIONS AND CONTACT INFORMATION

Any party who has questions about the Property, based on their walk-through or other investigations of the Property, shall submit questions in writing solely to the attention of Alan Moloney, Purchasing and Contracts via email at amoloney@lbcc.edu no later than June 14, 2017. No other staff, faculty, students, Long Beach Community College Trustees, and Property Management Staff for these properties should be contacted about this RFP or the process. Failure to follow this requirement may provide cause for the District at their discretion to reject any proposals submitted by the Respondent.

No questions will be answered verbally. The District shall respond to all questions submitted in writing via an addendum which will be posted on the District's website at <http://www.lbcc.edu/ContractsMgmt/CurrentSolicitations.cfm> . It is the sole responsibility of interested parties to review the District's website throughout the RFP process. No notifications will be emailed to perspective proposers. The District shall not provide responses to any questions during the walk-through and any oral information provided during the walk-through, or any other time, shall not be construed as part of the District's bid package or Project information.

VII. CONDITIONS AND LIMITATIONS

This RFP does not represent an offer or commitment by Long Beach Community College District to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a response to this request. The proposal and any information made a part of the proposal will not be returned to Respondent.

The Respondent shall not collude in any manner or engage in any practices with any other Respondent (s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondent's submittal to be rejected by the District. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

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

The District reserves the right to request clarification of the RFP responses or additional data without changing the terms of the RFP. The District reserves the right to reject any response or all responses, to terminate discussions and to select any party with whom to deal, whether or not that party has responded to this RFP. The District may entertain or make a proposal that may not conform to this RFP and may adopt terms that may have been proposed by a party not selected. Decisions of the District may be based on subjective as well as objective evaluations.

EXHIBIT A

DEPICTION AND LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Long Beach, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN'S: 7191-014-902, PORTION OF 7191-014-905 AND 7191-014-906)

LOTS 1 AND 4 OF TRACT NO. 20893, AS SHOWN ON A MAP RECORDED IN BOOK 706, PAGES 12 AND 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THE MOST WESTERLY 25.15 FEET OF SAID LOT 4

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBONS IN, UNDER OR THAT MAY BE PRODUCED AND SAVED THEREFROM TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE OR SEVER THE SAME, OR ANY PART THEREOF, FOR SAID LAND, PROVIDED HOWEVER, THAT ALL RIGHTS SO RESERVED SHALL BE EXERCISED WITHOUT THE USE OF THE SURFACE OF SAID LAND OR ANY PORTION THEREOF LESS THAT 200 FEET BELOW THE SURFACE, AS RESERVED BY THE CITY OF LONG BEACH IN DEED RECORDED MARCH 22, 1955 IN BOOK 47253, PAGE 172 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA.

ALSO EXCEPT ALL WATER IN AND UNDER SAID LAND.

PARCEL 2: (APN'S: 7191-014-904 AND PORTION OF 7191-014-905)

LOT 3 AND THE MOST WESTERLY 25.15 FEET OF LOT 4 OF TRACT NO. 20893, AS SHOWN ON A MAP RECORDED IN BOOK 706, PAGES 12 AND 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPT THAT PORTION OF SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT NO. 20893, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 3 A DISTANCE OF 181.87 FEET; THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTHERLY LINE 59.00 FEET; THENCE WESTERLY PARALLEL WITH SAID NORTHERLY LINE 225.08 FEET TO THE NORTHWESTERLY LINE OF SAID LOT 3; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 73.13 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBONS IN, UNDER OR THAT MAY BE PRODUCED AND SAVED THEREFROM TOGETHER WITH ALL RIGHTS OF EVERY KIND AND DESCRIPTION WHATSOEVER TO DRILL FOR, DEVELOP, TAKE, REMOVE OR SEVER THE SAME, OR ANY PART THEREOF, FOR SAID LAND, PROVIDED HOWEVER, THAT ALL RIGHTS SO RESERVED SHALL BE EXERCISED WITHOUT THE USE OF THE SURFACE OF SAID LAND OR ANY PORTION THEREOF LESS THAT 200 FEET BELOW THE SURFACE, AS RESERVED BY THE CITY OF LONG BEACH INDEED RECORDED MARCH 22, 1955 IN BOOK 47253, PAGE 172 OF OFFICIAL RECORDS OF SAID LOS ANGELES COUNTY, CALIFORNIA.

ALSO EXCEPT ALL WATER IN AND UNDER SAID LAND.

EXHIBIT B
DUE DILIGENCE MATERIALS

13. Reports, Surveys, Studies, Licenses, Easements:
 - a. Associated Telephone Co. LTD 2.1.51
 - b. Cingular Wireless Cell Tower Plans 10.1.01
 - c. Corporation Grant Deed 1.21.04
 - d. Corporation Grant Deed 7.20.05
 - e. Recorded Grant Deed APN 7191-014-010 - 5_9_17
 - f. Recorded Grant Deed APN 7191-014-022 - 5_9_17
 - g. Dept. of Toxic Substance Control Responsive Negative Declaration 12.1.04
 - h. Former Royalty Cleaners 2004 Groundwater Monitoring Report 12.7.04
 - i. Former Royalty Cleaners Groundwater 5.4.04
 - j. Ground Water Compliance Report 1.1.13
 - k. Los Altos I Financials and Rent Rolls
 - l. Los Altos I Floor Plans
 - m. Los Altos I Roof
 - n. Los Altos Utility I Service Contracts
 - o. Los Altos I Utility Bills
 - p. Los Altos II Financials and Rent Rolls
 - q. Los Altos II Floor Plans
 - r. Los Altos II Service Contracts
 - s. Los Altos II Utility Bills
 - t. Policy of Title Insurance 1.21.04
 - u. Preliminary Title Report 10.7.14
 - v. Replacement Costs R.P. Laurain 3.2.04
 - w. ALTA Survey
 - x. As-Built Plans
 - y. RFP 17-1009 Appraisal Summary of Value

14. Various Leases Concerning the Property:

- a. Communications Site Lease Agreement dated April 26, 2001, executed by Harbor Commerce Center Associates, LLC, a California limited liability company as lessor and Cingular Wireless LLC, a Delaware Limited Liability Company, on behalf of Pacific Bell Wireless, LLC, a Nevada Limited Liability Company, d/b/a Cingular Wireless as lessee.
- b. Lease dated May 1, 200, executed by Harbor Commerce Center Associates, LLC, a California limited liability as lessor and Los Angeles SMSA Limited Partnership, a California limited partnership as lessee.
- c. Storage Space leased dated February 22, 2010, executed by Long Beach Community College District as lessor and Dustin L. Rowe, D.D.S., Inc., a professional dental corporation as lessee.
- d. Storage Space leased dated February 22, 2010, executed by Long Beach Community College District as lessor and Santos Cortez, D.D.S., Inc., a California corporation as lessee.
- e. Storage Space leased dated February 22, 2010, executed by Long Beach Community College District as lessor and Robert M. Miller, M.D., Inc., a professional corporation as lessee.
- f. Standard Form Office Lease – Gross dated August 20, 2010, executed by Long Beach Community College District as lessor and John B. McGuire, D.D.S., an individual as lessee.
- g. Standard Form Office Lease – Gross dated October 26, 2009, executed by Long Beach Community College District as lessor and L. John Rose, D.D.S., Inc., a professional dental corporation as lessee.
- h. Standard Form Office Lease – Gross dated October 26, 2009, executed by Long Beach Community College District as lessor and Santos Cortez, D.D.S., Inc., a California corporation as lessee.
- i. Standard Form Office Lease – Gross dated September 20, 2006, executed by Long Beach Community College District as lessor and Radnet Management, Inc., a California corporation as lessee.
- j. Standard Form Office Lease – Gross dated August 20, 2010, executed by Long Beach Community College District as lessor and Dustin L. Rowe, D.D.S., Inc., a professional dental corporation as lessee.
- k. Standard Form Office Lease – Gross dated August 12, 2009, executed by Long Beach Community College District as lessor and Leonard R. Russo, D.D.S., Inc., a professional dental corporation as lessee.
- l. Standard Form Office Lease – Gross dated October 4, 2006, executed by Long Beach Community College District as lessor and Thomas L. Percer, M.D., an individual as lessee.
- m. Standard Form Office Lease – Gross dated August 22, 2006, executed by Long Beach Community College District as lessor and Eye Physicians of Long Beach, a Medical Group Inc., a California corporation as lessee.
- n. Standard Form Office Lease – Gross dated November 1, 2005, executed by Long Beach Community College District as lessor and Robert M. Miller, M.D., Inc., a professional corporation as lessee.

- o. Standard Form Office Lease – Gross dated October 22, 2009, executed by Long Beach Community College District as lessor and Nasir Tejani, M.D., an individual as lessee.
- p. Standard Form Office Lease – Gross dated June 26, 2014, executed by Long Beach Community College District as lessor and First Choice Physician Partners, Inc., a non-profit corporation as lessee.
- q. Standard Form Office Lease – Gross dated September 27, 2001, executed by Charter Behavioral Health Systems at Los Altos Inc., a California corporation as lessor and David Kim, M.D., an individual as lessee.
- r. Standard Form Office Lease – Gross dated February 11, 2007 executed by Long Beach Community College District as lessor and Universal Care Inc., a California corporation as lessee.
- s. Standard Form Office Lease – Gross dated August 5, 2009, executed by Long Beach Community College District as lessor and Oliver Mason, M.D., an individual as lessee.