

DESERT COMMUNITY COLLEGE DISTRICT

**REQUEST FOR PROPOSALS FOR THE
PURCHASE OF SURPLUS REAL PROPERTY**

**Approximately 119.4 acres of real property located at the northwest corner of
Indian Canyon Drive and Tramview Road in Palm Springs, CA**

Dated: August 1, 2019

I. INTRODUCTION AND BACKGROUND

The Desert Community College District (the “College”) is seeking proposals from qualified parties (“Respondents”) who are interested in purchasing real property owned by the College, consisting of approximately 119.4 acres of real property located at the northwest corner of Indian Canyon Drive and Tramview Road in Palm Springs, California (“Property”), as more particularly identified in the legal description, map depiction, and pictures attached hereto as Exhibit “A” and as discussed herein.

All proposals must be received by 4:00 P.M. on September 30, 2019
(the “Proposal Deadline”).

Pursuant to Education Code sections 81360 et. seq., the College may sell real property belonging to the College which is not, or will not, be needed by the College for classroom buildings at the time of delivery of title or possession. Education Code section 81365 authorizes the College’s governing board to declare its intention to sell real property by adopting a resolution in open meeting by two-thirds vote. Once the intention to sell property is declared, the Education Code requires the College to follow a specific procedure to sell the property which includes a public competitive bid process unless a waiver is approved by the California Community Colleges Chancellor’s Office (the “Chancellor’s Office”).

The College adopted a resolution declaring its intention to sell the Property pursuant to Education Code sections 81360 et. seq. The College also sought and received a waiver from the Chancellor’s Office which allows the College to use an alternative “Request for Proposal” (“RFP”) procedure as set forth herein and authorized by the waiver instead of the competitive bid process.

This RFP seeks proposals from any party interested in purchasing the Property pursuant to the conditions and procedure set forth herein. The College will assess all proposals and determine the best options for the College for the sale of the Property. The College anticipates that following the less formal RFP process will allow the College to determine the best overall proposal to purchase the Property, considering price and the other terms offered by Respondents. The College will review all submitted proposals pursuant to the Proposal Process, as described below. If the College is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the agreement will be documented in a formal agreement to be entered into by the College and the successful Respondent.

II. THE PROPERTY

The Property consists of approximately 119.4 acres of real property located at the northwest corner of Indian Canyon Drive and Tramview Road in Palm Springs, California, Assessor’s Parcel No. 669-330-047. The College received the Property from the City of Palm Springs through a dedication agreement dated July 21, 2010 in which the City dedicated the Property to the College for the potential development into a new College campus. Upon receiving the Property, the College decided to complete the new campus at a new location and therefore, the Property is now vacant land and not currently used by the College for any purpose.

A. Location

The Property is located in the City of Palm Springs, situated in the northwest corner of Riverside County and within the easterly – Coachella Valley – area of the Inland Empire. Riverside County together with San Bernardino County to the north – encompassing the Riverside-San Bernardino-Ontario Metropolitan Statistical Area – comprise the Inland Empire market area.

The Property sits in the northerly portion of Palm Springs at the northwest corner of N. Indian Canyon Drive and W. Tramview Road, approximately 2.5 miles north of downtown Palm Springs, 3.7 miles northwest of the Palm Springs International Airport, and 2.4 miles south of Interstate 10 Freeway interchange.

The Property is bordered by the following uses:

North: Raw land comprising the Chino Canyon Creek/Whitewater Channel and Whitewater River Watershed with a portion containing a windmill farm.

Northwest: The Whitewater Percolation Basin is located approximately 1.4 miles northwest.

East: Avalon Palm Springs, a shutdown gated golf course community proposed to contain 1,239 single-family and multi-family lots, golf course, clubhouse, pool, spa, tennis courts, and a park comprising 309 acres. The project streets have been completed.

Southeast: Palermo Palm Springs, a 117-lot gated residential subdivision. Phase I was built in 2007 and Phase II has been shutdown.

South: 17.5 James O. Jessie Desert Highland Center Park; Desert Highlands, a sparsely developed residential subdivision containing homes built in the 1950s-2007; and Mountain Gate, a gated residential subdivision built in two phases in 2004 and 2006.

West: San Jacinto Mountains foothills and the Palm Springs Aerial Tramway.

B. Physical Description

The following general information regarding the Property is provided based on the District's last assessment of the Property and is provided for informational purposes only. As noted below, Respondents cannot rely on any statement or document provided by the College regarding the current condition or description of the Property (other than its legal description and location) and therefore must conduct an independent assessment of the Property to submit a proposal. Further, Respondents may review and investigate the Property during the Due Diligence Period, defined and described below.

Location: Northeast corner of N. Indian Canyon Drive and W. Tramview Road.

Land Status: Raw desert land.

Shape and Size: According to the assessor's map, the parcel is irregular containing 115.13 gross acres. The Desert Water Agency has a right-of-way grant for two water well sites and a 12-foot wide access road connecting the two well sites located on the east perimeter of the parcel fronting N. Indian Canyon Drive containing 1.213 acres. According to the Desert Water Agency, development of the property will require two additional future water well sites to be located on the north perimeter of the parcel containing approximately 1.067 acres, i.e., two 150' x 155' square foot sites. Estimated gross land area exclusive of the existing and future water well sites totaling approximately 2.28 acres is 112.85 gross acres.

Topography: Generally level. The northerly perimeter contains a flood control levee.

Exposure: N. Indian Canyon Drive is a primary arterial and W. Tramview Road is a local street, both providing average exposure.

Wetlands: No waterways, ponds or wetlands were observed on-site. The property is located adjacent south of the Whitewater River Watershed, a flood plain area containing a levee.

Flood Zone: The property lies in Flood Zone X500L per Flood Insurance Rate Map Panel 060257-1556G dated 8/28/2008. This is not a Special Flood Hazard Area.

Fault-Rupture Hazard Zone: The property does not lie within a defined Alquist-Priolo Earthquake Fault Zone.

Seismic Hazard: The property is located in a "low" liquefaction susceptibility area.

Geologic Hazard Zone: The property does not lie within an earthquake-induced landslide hazard zone.

Wind Hazard Zone: The property is located in a "high" wind hazard zone, i.e., susceptible to erosion.

Blowsand Hazard Zone: The property is located in a blowsand area.

Airport Compatibility Plan: The property is located northwest of the Palm Springs International Airport. The easterly portion of the parcel is located in Zone D – Primary Traffic Pattern. All of the parcel is located outside of the 60 CNEL Noise Contour.

Utilities: All public utilities and services are available. Respective utilities are located at street frontage.

<u>Utility</u>	<u>Provider</u>
Water	Desert Water Agency
Wastewater	City of Palm Springs
Natural Gas	The Gas Company
Electricity	Southern California Edison
Telephone	Verizon California
Cable	Time Warner Cable
Trash Disposal	Palm Springs Disposal Service

Streets and Access: N. Indian Canyon Drive provides four travel lanes with median and concrete curb and gutter at the subject parcel frontage. W. Tramview Road provides two travel lanes with concrete curb and gutter. There is a curb cut at the northeast corner of the parcel for the future Sunrise Parkway.

Public Condemnation: There is no known future public condemnation affecting the Property or properties in close proximity that would have a negative effect on value.

External Elements: No significant adverse physical conditions are apparent or known which would restrict development of a legally permitted use.

III. GENERAL QUALIFICATIONS

All Respondents seeking to enter into a Purchase Agreement for the Property must provide the following basic information:

1. Name and contact information of person/private business firm.
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 financial references, including a primary bank.
 - c. Has the Respondent 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.
 - 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 Respondent with whom the College 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 College 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 Respondent with whom the College 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 College 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 College 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 College to the extent permitted by law, as discussed below.

3. All responses submitted must be accompanied by a cashier's check for \$20,000 payable to Desert Community College District. All checks, except that received from the successful Respondent, shall be returned upon the selection of the successful Respondent. This amount is required to cover all or a portion of the College's costs to negotiate a potential agreement.

IV. PURCHASE PROPOSAL REQUIREMENTS

Respondents interested in purchasing the Property pursuant to a Purchase Agreement, shall provide the following information in addition to the General Qualification information discussed above and the Proposal Process discussed below.

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

- The College will give high priority to the Respondent offering the highest purchase price. Proposals must state the total amount that the Respondent is willing to pay to acquire the Property.
- Respondent may request a "Due Diligence Period" to take any and all actions Respondent deems necessary to 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" but the College may give special consideration to Respondents who seek a shorter Due Diligence Period to begin after execution of the Purchase Agreement. During the Due Diligence Period, the Respondent may request access to the Property to conduct inspections, testing, and investigations on the Property to determine if the Property is acceptable. Respondent must describe the anticipated activities it will conduct on the Property to complete its inspection requirements and must confirm that it

will return the Property to its original condition after its due diligence inspections. Respondents must acknowledge and consider that their access to the Property during the Due Diligence Period must be coordinated with the College, and Respondent must provide customary indemnification and insurance for such access and investigation.

- Respondents cannot rely on any statement or document provided by the College to assess the viability of the Property, and therefore must use the Due Diligence Period to conduct all investigations it deems necessary to assess the Property.
- If a Due Diligence Period is requested, Respondent shall also identify a Good Faith Deposit that will be provided to the College in consideration for the Due Diligence Period. Respondent may terminate the agreement during the Due Diligence Period for any reason. However, upon termination, the College shall keep the Good Faith Deposit. If Respondent does not terminate the agreement during the Due Diligence Period, the Good Faith Deposit shall be applied towards Respondent's purchase price. 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 College if Respondent exercises the due diligence extensions.
- The College prefers a short escrow period. However, a longer escrow will be evaluated against 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 after the Due Diligence Period, as well as the deposit and interest payments the Respondent is willing to pay.
- 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 may request the College's assistance in obtaining any necessary approvals during the Due Diligence Period. However, such assistance shall not be mandatory and shall be provided at no cost to the College, whatsoever. Respondent must confirm that it will be solely responsible for obtaining any necessary approval for the Respondent's intended use of the Property.
- Respondent must describe in detail the anticipated use of the Property. The College will accept any use that complies with local zoning and all applicable regulations, including any and all proposed zoning/entitlement modification(s) anticipated by Respondent, but will give special positive consideration to any use that aids the local economy or provides a benefit to local community.
- Respondent must address how its intended use of the Property will impact the surrounding area and how such impacts will be mitigated by Respondent. Such considerations shall include all traffic and access issues related to the intended use, and how such proposed traffic and access will be accomplished (i.e., Respondent will note if acquisition of the Property is adequate for its purposes, or if other access easement(s), further transfer of acreage, or other shared use may be necessary to accomplish its goals with respect to its intended project).

V. PROPOSAL PROCESS

1. The College will begin accepting proposals upon the date of issuance of this Request for Proposals and will continue to accept proposals until the Proposal Deadline as set forth above.
2. Submittals shall include ten (10) copies of the proposal.
3. Submittals may be mailed or delivered to the College Contact as identified below. All proposals shall be sealed and clearly marked: "Desert Community College District Surplus Property Acquisition Proposal."
4. Telephone or electronic submittals will not be accepted.
5. Costs incurred by the Respondent in preparation of the response to the Request for Proposals are the sole responsibility of the Respondent.
6. The College may choose to interview the Respondents at the College's discretion. The College may select solely on the basis of the written proposal.
7. All Proposals should be verified before submission. Adjustments will not be permitted after submission to the College. The College will not be held responsible for any errors or omissions on the part of the Respondent in the preparation of their Proposal.
8. The College reserves the right to reject any and/or all Proposals, or to refuse to negotiate or withhold the award of any contract, for any reason. The College may also waive or decline to waive irregularities in any Proposal.
9. The College may begin negotiations with selected Respondents at the College's discretion. If negotiations are successful, the College's Board may invite one or more Respondents to present its/their Proposal(s) to the Board.
10. Upon selection of a Respondent, the College shall provide an agreement for negotiation by the Parties which will set forth the terms of the sale agreement. The College reserves the right to terminate this process at any point prior to the selection of the successful Respondent and solicitation of proposals in no way obliges the College to proceed with any transaction.

VI. ADDITIONAL INFORMATION

Additional information may be obtained by contacting the College Contact identified below. Respondents are not to contact College officials including Board Members, the President or any other employee or representative of the College, other than the College Contact regarding this RFP, the Property, or the College's planned sale of the Property. **Contacting College officials, employees and/or representatives, other than the College Contact, MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

The College will allow for site visits of the Property to interested parties upon appointment only. Anyone interested in reviewing the Property may contact the College Contact to schedule an appointment. 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 during such site visits. Nothing in the RFP shall be construed as guaranteeing any party the right to site visit or requiring the Property to provide site visits to any party. Any party who is unable to participate in a site visit for any reason shall not be granted any special consideration.

VII. RECEIPT OF PROPOSALS; CONTACT INFORMATION

Proposals shall be received by, and additional information may be obtained from, the following “College Contact”:

John O. White
Executive Director, Bond Program and Facilities Planning
43500 Monterey Avenue
Palm Desert, CA 92260
Email: John White jowhite@collegeofthedesert.edu

Any questions regarding the Property or the RFP process must be emailed to the College Contact pursuant to the requirement of the Questions section below.

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

VIII. QUESTIONS

Any party who has questions about the Property may submit questions in writing to the College Contact via email as noted above on or before September 16, 2019 at 4:00 PM. The College will post responses to all questions received on its website at <http://www.collegeofthedesert.edu/fs/fs/Pages/rfp.aspx>. Respondents must incorporate the information provided by the College in response to the questions into their proposals. The College shall not provide responses to any oral questions and any oral statement made by any person shall not be construed as part of the College’s RFP package.

IX. PUBLIC NATURE OF PROPOSAL MATERIAL

Responses to this RFP become the exclusive Property of the College. All Proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the possible exception of those elements in each proposal as follows: Proposers may mark portions of their response which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”; however, the College does not guarantee that any information so marked will be protected from public disclosure. Proposers recognize that the College, as a public agency, is subject to disclosure requirements of

with the exception of where disclosure is required under the California Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall may be rejected or regarded as non-responsive.

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

X. CONDITIONS AND LIMITATIONS

This RFP does not represent an offer or commitment by Desert 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.

Respondent may request that the College provide certain representations and warranties regarding the College’s ownership of the Property, including warranty that the College holds fee title in and to the Property without competing claims to possession. However, Respondent must take sole responsibility for conducting all the inspections necessary to determine that the Property is suitable for the Respondent’s intended purpose.

The Respondent shall not collude in any manner or engage in any practices with any other Respondents 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 College. The prohibition is not intended to preclude joint ventures or subcontracts that are identified in the proposal.

The College 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 an agreement for the Property. 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 College 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 College. Neither the College nor any Respondent will be bound to any agreement unless that agreement is in writing, approved by the College’s Board, and executed by both the interested party and an official authorized by College.

The College reserves the right to issue clarification of the RFP or additional data without changing the terms of the RFP. The College 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 College 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.

The College thanks you for your interest and looks forward to receiving proposals for the Property.

EXHIBIT "A"

MAP DEPICTION AND SUMMARY OF PROPERTY

LEGAL DESCRIPTION

119.37 Gross acres of vacant land at the north northwest corner of Tramview Road and Indian Canyon Drive, Palm Springs, Riverside County, California

The Riverside County Assessor identifies the subject property as follows:
Map Book 669; Page 330; Parcel 029

The public lands proposed for sale are described as lot 7 in section 34, Township 3 South, Range 4 East, San Bernardino Base and Meridian, according to the supplemental plat accepted by the US Bureau of Land Management on March 29, 2010.

PROPERTY IDENTIFICATION

Property Type: Raw Desert Land

Location: Northwest Corner of N. Indian Canyon Drive and
W. Tramview Road
Palm Springs, CA 92262

County/Map Guide: Riverside/756-C2-3 & D2-3

Legal Description: 115.13 Acres M/L in Portion N ½ of Sec. 34, T35 R 4E,
City of Palm Springs, Riverside County, California.

Source: Public Records

Assessor's Parcel No.: 669-330-047

Current Owner of Record: Desert Community College District

ASSESSOR'S MAP

669-33
24-1



Legend

- Lot Line
- High-Pass Way
- DR Lot Line
- Reference E.C.W.
- Other Encumbrance
- Lot Area
- Subdivided Tract

Date	GM File	Map Book
3/10/07	30	30-06
3/10/07	30	30-07
3/10/07	30	30-08
3/10/07	30	30-09
3/10/07	30	30-10
3/10/07	30	30-11
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T.R.A. 011-000
011-009
011-011
011-043
011-068

SEC. 34, 35 T 3S R 4E
CITY OF PALM SPRINGS

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR ERRORS OR OMISSIONS. THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED.
MAY 03 2012

28 27 33 34 26 25 35 36



Map Reference
CITY 10349 08 PARCEL MAP 2006A

DATE: MAY 03 2012
BY: [Signature]



ASSESSOR'S MAP 06689 PG.33
Riverside County, Cal.

JUN 03 2012

Apr 2012

PROPERTY PHOTOGRAPHS



Aerial Image



Aerial Image of Surrounding Uses



Viewing Northwest from Southeast Corner



Viewing Northerly from Westerly Portion of Parcel



N. Indian Canyon Drive Viewing North,
Subject Property is Located to the Left



Northerly Perimeter/Whitewater River
Flood Control Levee



Northerly Desert Water Agency Water Well Site



Southerly Desert Water Agency Water Well Site