EXHIBIT B-1
MANDATORY BID INSTRUCTIONS FOR PURCHASE OF REAL PROPERTY
LOCATED AT
515 E. COMPTON BLVD
REAL PROPERTY ASSESSOR'S PARCEL NUMBER:
6166-022-900

1. **Mandatory Instructions**. These instructions are mandatory. Failure to comply with one or more of these instructions may result in bid proposal being deemed non-responsive.

2. **Real Property**. Compton Unified School District ("District") is the owner of certain real property totaling **approximately 13,986 square feet, located at 515 E. Compton Blvd, in the City of Compton, Assessor's Parcel Number 6166-022-900**, ("Property"). The District intends to sell the Property to the highest bidder as set forth in the District's Resolution of the Board of Trustees of the Compton Unified School District of Intention to Sell Surplus Real Property and Calling for Bids for 515 E. Compton Blvd, Resolution No. 16/17-87, and these Bid Instructions.

3. **Form of Bid Proposal**. Bids must be made using the District's Mandatory Bid Proposal Form attached as **Exhibit "B-2" to Resolution No. 16/17-87.**

4. **Bid Deadline Date.** Bid proposals and Bid Security must be submitted in a sealed envelope marked **"BID PROPOSAL AND BID SECURITY FOR 515 E. COMPTON BLVD REAL PROPERTY"** ("Bid Proposals"). Bid Proposals must be received by the District at the location listed below on or before **4:30 pm July 7, 2017**. The District will call for oral bid proposals and counterbid proposals at the **District's Regular Board Meeting at 6:00 PM, July 12, 2017.** Oral bids and counterbid proposals must be accompanied by Bid Security and proof of funds as described herein. Emailed bids will not be accepted.

   Compton Unified School District
   Purchasing Department, 2nd Floor
   501 S. Santa Fe
   Compton, CA 90221

5. **Questions and Information.** Questions and request for information regarding this matter must be submitted via email to Alejandro Alvarez, Ed.D., Deputy Superintendent/CAO at alalvarez@compton.k12.ca.us, and Bertha Reynoso, Business Services Analyst, at breynoso@compton.k12.ca.us. Bidders are directed to not contact any other person with inquiries regarding this matter.

6. **Bid Security**. Bid Proposals shall be accompanied by a certified check, cashier's check, or money order made payable to the Compton Unified School District in the amount of **TEN THOUSAND DOLLARS ($10,000)** ("Bid Security"). The Bid Security of the successful bidder will be applied to the payment of the purchase price for the Property. The Bid Security of the unsuccessful bidders shall be returned or refunded as soon as reasonably possible after the Board's final acceptance of the highest bid proposal and the expiration of any applicable protest period.

7. **Minimum Bid**. The minimum Bid Proposal shall be at least **TWO HUNDRED SEVENTEEN THOUSAND DOLLARS ($217,000).** Full payment of the accepted purchase price shall be payable at the close of escrow. Bidders must provide proof of availability of funds equal to or greater than the amount of bidder's Bid Proposal. This proof of funds shall be in a form sufficiently reliable so the District's Board is convinced of its sufficiency (e.g., a notarized letter of credit from a recognized bank, a cashier's check from a recognized bank, etc.). The District reserves the right to require verification of the proof of funds for oral bids and counterbids immediately following the Bid Deadline Date, and in no event longer than two (2) business days after the Bid Deadline Date. All Bid Proposals shall be held open for thirty (30) days.

8. **Pre-Bid Informational Meeting.** The District will hold a pre-bid informational meeting at 9:00 am, June 26, 2017 to be held at the District Office-Business Services Conference Room, 2nd Floor, located at 501 S. Santa Fe Avenue, Compton, California 90221. This meeting is voluntary, but the District encourages all interested parties to attend this meeting.

9. **Bids Presented to Board**.

    a. **Bid Opening.** Bid proposals will be presented to the Board at the meeting of the Board scheduled for **July 12, 2017, which starts at 6:00 PM** in the District's Board Room, located at 501 S. Santa Fe, Compton, CA, or as soon thereafter as the matter may be heard.

    b. **Oral Bids.** The Board will consider oral bid proposals and counterbid proposals that exceed the highest written Bid Proposal by at least five percent (5%), and that are accompanied by Bid Security and proof of funds as described herein. The highest oral bid, if any, shall be reduced to writing and signed by the offeror prior to the Board's acceptance of that bid.

    c. **Bid Acceptance.** If the Board accepts any Bid Proposal, it shall be the highest Bid Proposal that is received from the highest responsive and responsible qualified bidder.

10. **Purchase and Sale Agreement**. The successful bidder shall be required to execute the District's form of Purchase and Sale Agreement ("PSA") within five (5) days of the Board's acceptance of the highest bid proposal. The PSA is attached as **Exhibit "C" to Resolution No. 16/17-87** and may also be obtained from the District at the District's Business Services Office located at 501 S. Santa Fe, Compton, CA 90221. The District reserves the right to make non-substantive revisions to the PSA. Although bidder may propose revisions to the PSA, unless otherwise agreed to by the District, the bidder shall agree that the existing terms and conditions of the PSA will be binding upon the successful bidder.

11. **Board Acceptance of Bid Proposal**. The final acceptance of the highest responsive and responsible bid proposal, if at all, shall be made by the Board at or within thirty (30) days of the **July 12, 2017** Board meeting. The Board reserves the right to determine what is a responsive and responsible qualified bidder and Bid Proposal. The Board also reserves the right to waive any defect or irregularity contained in a Bid Proposal. In the event the highest responsive and responsible bidder fails to perform, the Board may, at its discretion, remove the Property from the market, call for new bid proposals, offer the Property for sale to the second highest responsible bidder, or take any other actions as determined to be in the best interest of the District, at the District's sole discretion.

12. **Escrow.** Bidder understands and agrees that if the Board accepts its Bid Proposal, within ten (10) calendar days following award by the Board, the District and Bidder shall cause Escrow to be opened for the sale of the Property ("Opening Date") by delivering into Escrow a fully executed original of the Purchase and Sale Agreement, and the Bidder (now the "Purchaser") depositing into Escrow ten percent (10%) of the amount of the Purchase Price, less the amount of the Bid Deposit. The failure of the Purchaser to timely and comply with the requirements of this section shall result in the immediate and unconditional forfeiture to the District of the entire Bid Security, whereupon all remaining obligations of the District to the Purchaser shall automatically be null and void without any further action by either party. Escrow shall close within nine (9) months of the effective date of the Purchase and Sale Agreement and may be extended by the parties for up to an additional three (3) months.

13. **Title Company.** The title company for the purchase and sale of the Property shall be First American Title Company, located at 655 N. Central Avenue, Glendale, CA 91203 to the attention of Loren Goldman, Vice President, Escrow Holder (the "Escrow Holder"). In addition, District and Purchaser agree to execute, deliver, and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder, or other instruments as may reasonably be required by Escrow Holder, in order to consummate the purchase and sale of the Property.

14. **Resolution of Intent.** The District's Governing Board passed Resolution No. 16/17-87 ("Resolution") declaring its intent to sell the Property, available online at www.compton.k12.ca.us and at the District's Office's at 501 S. Santa Fe, Compton, CA 90221. If there is any conflict between these Bid Instructions and the Resolution, the terms of the Resolution shall take precedence and control.