

**PROPOSAL FORM
FOR THE
LEASE OF CERTAIN SURPLUS PROPERTY OF
SADDLEBACK VALLEY UNIFIED DISTRICT**

Proposal for: Saddleback Valley Unified School District
Lease of Property located at 22882 Loumont Drive, Lake Forest, California 92630
("Property")

Submitted by:

Name of Bidder

Address of Bidder

Phone Number of Bidder

Facsimile Number of Bidder

The undersigned, as bidder (hereinafter "Bidder"), does hereby declare and certify the following:

1. The Bid Package includes the Letter to Bidders, Notice of Public Meeting and Bid, Lease Agreement and exhibits thereto for the Property ("Lease Agreement") and this Bid Proposal Form.
2. Although Bidder may propose changes to the terms set forth in the Lease Agreement, unless otherwise agreed to by the District, Bidder agrees and understands that the existing terms and conditions in the Lease Agreement will be binding upon the successful bidder. Any proposed changes to the terms must be submitted with the bid proposal, on or attached to this Bid Proposal Form. Any proposed material changes to the existing terms and conditions in the Lease Agreement shall render such bid a counteroffer, which counteroffer may not be accepted by the District should any written or oral offer be made at or greater than the terms and conditions set forth in the Lease Agreement, which comply with all material terms set forth therein. However, this will confirm that in the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein, the District is willing to entertain counteroffers. In the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement which comply with all material terms set forth therein, and the District receives more than one counteroffer, the District may, in its sole discretion, choose which counteroffer to accept, or the District may, in its sole discretion, reject any or all counteroffers. This Bid Proposal Form must be submitted at the Saddleback Valley Unified School District, Business Services Department, Building C, attention Christina Burris, located at 25631 Peter Hartman Way Mission Viejo, California 92691, on or before the hour of 11:30 AM by the clock at the Saddleback Valley Unified School District, Business Services Department, Building C, attention Christina Burris, on October 21, 2011, to be opened at the bid hearing on October 24 2011, which begins at 9:00 AM.

3. Bidder shall submit with its proposal a certified or cashier's check made payable to the Saddleback Valley Unified School District (hereinafter "District") in the amount of Ten Thousand Dollars (\$10,000.00) as bid security for entering into a lease agreement. The bid security of the successful bidder will be retained by the District and applied towards the first year's rent for lease of the Property. All other bid securities will be returned after execution of the Lease Agreement by the successful bidder.
4. The initial minimum bid for the lease of the Property shall be no less than the appraised lease value of the Property or a District updated appraisal value, if applicable, and shall be payable as set forth in the Lease Agreement.
5. Bidder agrees to enter into a lease agreement with the District for the lease of the Property in an "as is" condition.
6. Bidder agrees that the term of the lease will be five years.
7. Bidder agrees to provide evidence of financial ability to make lease payments.
8. Bidder acknowledges that final acceptance of the highest bid, either written or oral, may be made at the scheduled Board meeting on October 25, 2011, or at an adjourned session of the same meeting held within ten (10) days. The Board may select the highest bid of any of the bids, may accept any counteroffer in the event that there are no written or oral bids made at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth therein and in the Bid Proposal Form, or if it deems such action to be for the best public interest, it may reject any and all bids. The District reserves the right to make non-substantive changes to the terms and conditions in the Lease Agreement. The successful bidder shall be required to execute a lease agreement within five (5) days of the Board's approval of the lease agreement.
9. Bidder acknowledges that it meets all of the qualifications for use of the Property contained in the Lease Agreement.
10. Bidder has examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following addenda: (Bidder to list all Addenda).

ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____
ADDENDUM NO. _____	DATE RECEIVED _____

11. The award of the lease will be made to the highest responsible and responsive bidder at or greater than the lease price terms and conditions set forth in the Lease Agreement that comply with all material terms set forth in the Lease Agreement. In the event of a conflict between the rent amount in figures and the rent amount in words, the rent amount in words shall govern.

12. List additional substantive lease terms (Additional pages may be attached.):

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bidder: _____ Date: _____
 Typed Name of Person or Entity Submitting Bid

By: _____
 Signature of Duly Authorized Contracting
 Representative of Bidder

 Title

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.