Opportunity Site

Business Park/Light Industrial and
Open Space/Recreational

Request for Qualifications ("RFQ")

City of Monterey
July 26, 2012
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I. Invitation to Submit for Long Term Land Lease or Purchase

The City of Monterey offers this opportunity for Qualified Developer/Development Teams to submit qualifications and proposal information to develop all or portions of a prime Business Park/Light Industrial and Open Space/Recreational site on California's Central Coast. The site consists of four parcels (102.8 acres) zoned for Light Industrial/Business Park development and one parcel (24 acres) zoned for Open Space/Recreation (“Site”) as shown in Appendix 1. After reviewing submittals from this Request for Qualifications (“RFQ”), the City anticipates selecting a preferred developer and entering into an Exclusive Negotiation Agreement (“ENA”) involving subsequent transaction documents ultimately leading to actual development of the project. The City may choose to short list a number of the submittals received under this solicitation for more detailed presentation or interview.

The City of Monterey (“City”) invites developers, to submit responses to this RFQ. This RFQ is intended to result in the selection of a developer to undertake the purchase or lease, planning, financing, and redevelopment of prime property at the south end of former Fort Ord, adjacent to the City's Ryan Ranch Business Park and Corporation Yard. The property is near Laguna Seca Raceway, which hosts world class racing events for cars, motorcycles, and bicycles.

The Monterey Peninsula is a popular destination for a wide variety of world class events. Its amenities range from the natural beauty of the mountains, forests and ocean, to its historic assets dating from pre-California statehood. World class events occur year-round that involve golfing, diving, wine and food, marathons, car shows, and Laguna Seca Raceway events. The 28,000 acre former Ford Ord offers 14,650 acres of open space recently dedicated as the nation’s newest National Monument. While a total of 18,000 acres are preserved as habitat and open space, the balance of the 28,000 acres is in the process of development by the surrounding jurisdictions of the cities of Del Rey Oaks, Seaside, and Marina, Monterey County, California State University at Monterey Bay, and University of California according to the Fort Ord Base Reuse Plan (“BRP”), which can be referenced at: http://www.basereuse.org/reuseplan/HomePage/HomePage.htm.

Land uses directly surrounding the site include the Monterey Airport, Monterey’s Ryan Ranch Business Park, Monterey’s Corporation Yard, York High School, and former Fort Ord property to be preserved for habitat management and developed by the City of Del Rey Oaks (Business Park/Light Industrial and Visitor Serving) and Monterey County (Open Space/Recreation).

The City welcomes architecturally innovative, economically productive, and thoughtful responses to this RFQ that best express the City’s objective to create a premier project to benefit the reuse of the former Fort Ord. Proposals must clearly include the components described within the RFQ in the form requested. Refer to the Submittal Requirements in Section IV of this RFQ.

A. General Plan and Community Objectives

The City of Monterey General Plan and the BRP envision that the City’s parcels will provide for development of approximately 1M square feet of business park, light industrial, and/or research and development type uses, as well as open space/recreational uses. However, these planning documents offer some flexibility for the development of this Site, and respondents are encouraged to offer concepts that are both consistent with the City’s General Plan and the resource constrained BRP. Additional information in this regard is provided in Appendix 2. Prior to approval of any development, preparation of a project proposal and full environmental review will be required. The project will be submitted to Fort Ord Reuse Authority (FORA) for determination of consistency with the BRP once the City approves.
B. Land Use and Program Objectives

1. 
   **Land Transfer/Site Leasing Summary** - All but 22 acres of the Site has been conveyed to the City through the FORA under a 1994 Memorandum of Agreement (“MOA”) between FORA and the U.S. Army dated June 20, 2000, and an Implementation Agreement between FORA and the City dated August 10, 2001, as amended on January 14, 2008. The remaining 22 acre parcel is expected to be transferred in 2015, depending on the processing of the documents associated with the remediation of some contaminants and the deeds through the US Army hierarchy. The entire site is currently undeveloped.

2. 
   **Development Impact/FORA Fees** - The selected developer will be required to pay FORA for development mitigation impact fees.\(^1\) The current FORA development impact fees for industrial development are $4,417/acre.

3. 
   **Prevailing Wage Requirements** - Future construction employees within the City’s site are subject to the Prevailing Wage Law.

C. Development Objectives

1. 
   **Development Entity** - The City is seeking a qualified developer that will undertake the purchase or lease, planning, permitting/entitlement, and development of the property. The City prefers a single developer willing to commit to being the project builder and owner for at least the initial phase of the entire project.

2. 
   **Phasing/Sequencing/Timing** - The City desires that the site be developed as soon as possible, consistent with market realities.

3. 
   **Ultimate Project Build-Out** - A major objective of the City is that the site be built-out by the selected developer in accordance with an agreed upon Development Agreement (“DA”).

D. Financial/Business Objectives

The City’s financial/business objective for the site is to maximize the land value through either a fee-simple purchase or long-term land lease.

1. 
   **City Cost Recovery** - It is the City’s policy to implement a full cost recovery program for costs associated with the development of the site. This will include the period from the issuance of this RFQ to the execution of the DA, and subsequent processing that enables its implementation. The successful team will be required to submit a negotiated application processing deposit upon execution of the ENA (see Section V(B)4 herein) that will be drawn against to pay for such costs.

2. 
   **Fair Compensation for City Land**. The City will not enter into transactions that could be considered “below market.” While the City is willing to consider “public-private partnerships”, the City will not contemplate deal structures that entail risks affecting timely receipts of land payment(s).

\(^1\) FORA fees are indexed annually on July 1st.
3. **Provides Fiscal Benefits to the City.** The project should generate property taxes, sales taxes, and other revenue to enhance the City’s financial position and to mitigate fiscal impacts to the City.

4. **Developer/Development Team Funding** - The selected developer must assure the City that it has the capacity to advance all necessary funds and will assume responsibility for all development and infrastructure for the proposed project.

II. **City of Monterey Commitments**

A. **Property Control**

   With the exception of the 22-acre parcel, the site has been conveyed to the City under a 1994 Memorandum of Agreement with the U.S. Army. The final 22-acre parcel is scheduled for conveyance to the City during the 2015 calendar year.

B. **Conditions of Property at Conveyance or Lease to Developer**

   The City intends to convey or lease the site “as-is” to the selected developer. The property will be restricted to those uses allowed by the Base Reuse Plan, Monterey General Plan, and Monterey Zoning Ordinance for its use (See Appendix 2). In addition, drilling for water resources is prohibited.

C. **Reasonable Timing of Property Access**

   The City is committed to providing access to the site for the selected developer in the timeliest manner feasible as consistent with market realities, the schedule of contract and development as noted in a DA (to be negotiated). In addition, the developer is advised that, pursuant to the City’s agreement with FORA, FORA will receive 50% of the net land lease or sale revenues generated by the project.

III. **Developer Responsibilities**

A. **Master Site Plan**

   During the negotiation period leading to an ENA, the selected developer may be expected to prepare a Master Site Plan that will include a program for proposed land uses and the intended schedule for completing the development program. The Master Site Plan will likely be the vehicle for establishing lease/sale price and value and the general program for accomplishing the development goals.

B. **Entitlements**

   Secure any and all the required entitlements from the City of Monterey (or others) for the Master Site Plan in accordance with the requirements of all governing regulatory agencies.

C. **Infrastructure**

   Development and implementation of the backbone infrastructure is required for the site. The design for improvements to South Boundary Road is complete and construction shall be
funded by developer. Water and wastewater delivery systems will be extended down South Boundary Road at developer's expense.

D. Finance Plan

Create a Finance Plan that assures the City that it will advance all necessary funds for the implementation of all development and infrastructure improvements needed for the Master Site Plan.

E. Business Plan

Prepare a feasible Business Plan that contains a project pro forma consistent with the Master Site Plan, and clearly identifies the selected developer's and the City's responsibilities.

F. Implementation

Implement the project in accordance with terms and conditions included in the DA.

G. Fees

Pay all applicable governmental building, impact and public fees, including school fees.

IV. Developer Submittal Requirements

With regard to the City objectives set forth above, submittal responses must include the following:

A. Concept, Leasing Schedule, Phasing, and Market Analysis

Prepare and delineate a narrative draft concept and preliminary market analysis for the subject site proposed for development. The draft development concept can be accompanied by a simple graphic that generally depicts the potential distribution of the concept on the site. The concept should also be based upon the development framework set forth in the Monterey General Plan. The submittal may also include depictions of similar projects that convey the proposed approach to the project. The draft development concept should be accompanied by graphics or photos of projects developed by the respondent's Development Team to demonstrate qualifications/experience with this type of development; and other graphic or photographic demonstration to enhance understanding of the proposed development for the site.

B. Response to City Objectives

Prepare a narrative that responds to the City objectives to complete a project at the site, including a descriptive list of anticipated constraints that will impact the final project.

1. Market and Financial Considerations - A principle that is paramount to the development of the site is the incorporation of diverse and creative light industrial/business park and open space/recreational land uses to provide for service opportunities to meet the needs of the region and possibly beyond. Provide a clear and direct (but concise) statement regarding market and financial considerations for development.
2. **Sustainability** - Describe how the basic tenets of sustainable planning and smart growth (e.g., green building, energy conservation, eco-businesses, incorporation of open-space, multi-modal transportation planning, etc.) can be met.

3. **Assurance of Completion** - Describe how you assure completion of a project.

C. **Financial/Business Objectives**

1. **Payments** - Describe your approach for maximizing land lease or land purchase payments to the City, assuming a minimum 50% up front payment. Provide an illustrative formula to clarify how the land lease or land purchase payments, and any participation or deferred payments, would be determined.

2. **Financial Management** - Describe the financial/management commitments you are prepared to make to this project. This can be demonstrated by providing an investment estimate for the project (in addition to the application processing deposit) that will achieve the project goals and pay for development costs. A preliminary estimate of the total capital and soft cost demands, including sources of revenue, for the project is encouraged.

3. Responses must contain current and accurate information regarding the Development Team’s financial capability to perform on a timely basis. Provide the audited corporate and personal (as necessary and appropriate) financial statements for the past three years including balance sheet, income statement, and cash flow statement. If audited corporate financial statements are not available, the respondent may include three years of corporate financial statements compiled by a Certified Public Accountant accompanied by three years of signed corporate or individual (as necessary and appropriate) federal tax returns. Respondents must ensure that liquid assets, defined as cash, marketable securities, and accounts receivable, are specifically referenced and have exceeded $2 million for three or more consecutive years ending in 2011. The City reserves the right to require additional financial documentation as deemed necessary.

4. Include specific information regarding planned sources of predevelopment funds, construction financing, long-term financing, and other working capital; and demonstrate the viability of these sources.

5. Include three financial references and contact information.

D. **Litigation and Disciplinary Action**

Please list (including case name, court, and case number) any litigation or other proceeding commenced against any Development Team member or by any Development Team member within the last five years (whether pending or terminated) relating to a development project. Please describe any disciplinary action commenced against any member of the Development Team by any licensing board.

E. **Development Team**

Please identify key players on the Development Team and their experience in the development of similar projects. The summary should clearly identify the person who will serve as the principal point of contact and is authorized to speak on behalf of the Development Team.
Please provide resumes for key personnel and a project team organizational chart.

Please provide a list of developments successfully completed within the past five years, include contact information, phone numbers, web site addresses, and mailing addresses of the cities or agencies involved. Describe the Development Team’s significant participation and success in similar developments. Describe the type and location of projects, scope of each team member’s involvement, current status, project management responsibilities, dollar value of the development, financing sources, and extent of public-private partnership agreements. Experience with projects of a similar scale in California and experience in working with public entities should be highlighted.

Include a list of references pertaining to the Development Team’s performance in performing services of a similar type, scale, and complexity. Respondents must submit at least three references. The Respondent’s risk of nonperformance or poor performance will be evaluated based, in part, on reference checks. The evaluation will take into account the currency, context and relevancy of information examined, as well as general trends in the respondent’s performance.

F. Water Allocation

Under the Base Reuse Plan adopted by FORA in 1997, each jurisdiction was allocated a water supply that could be used for development. The City of Monterey received a water allocation of 65 acre-feet for development of the City’s 127 acres. Describe how your development program and phasing approach addresses available water supplies/allocation.

G. Ability to Cover Costs

Please provide a brief statement concerning your ability, preparation, and willingness to assume all costs of development including cost recovery to the City from the issuance of this RFQ to the execution of the DA and subsequent processing.

V. Developer/Development Team Selection Criteria and Procedure

A. Developer Selection Criteria

The selection of the developer to enter into an ENA with the City will be based on nine main categories of criteria, as follows:

1. Quality of Submittal - The quality of the submittal, as evidenced, for example, by the responsiveness to the submittal criteria, clarity, readability, and brevity of the proposal.

2. Responsiveness to Land Use Objectives - The responsiveness of the proposal to objectives other than economic development, including but not limited to, the land use program, urban design, City (and FORA) adopted plans and policies (i.e., the General Plan).

3. Responsiveness to Economic Objectives - The responsiveness of the proposal to economic development objectives, which may include an estimated number of jobs and tax revenues that can potentially be created by the project.
4. **Approach** - The process or approach contemplated by the developer to achieve the objectives set forth by the City. This could include an evaluation of the developer’s proposed phasing/build out schedule, the flexibility of the proposed approach in responding to changing market conditions, and assurances that the entire project will be completed.

5. **Financial Health** - The financial strength and commitment to be made by the developer to fund the project, including the assessment of the developer’s estimate of funds needed, the amount of financial equity that the developer commits to the project, the financial capacity of the developer, and evidence of financial commitment to complete the project.

6. **Payment Schedule** - The proposed payments to the City, including but not limited to the developer’s willingness to reimburse the City for costs associated with the RFQ process to implementation, the developer’s proposed approach to minimizing financial risks to the City and its approach to maximizing payments to the City. An additional criterion is also how the developer intends to address the potential fiscal impacts to the City and any fiscal shortfall that may result from the project.

7. **Resume** - The track record and experience of the developer, as demonstrated by his/her participation and success in the development, construction, and marketing of similar types of projects, particularly those that involved working with public/quasi-public entities, military base reuse and light industrial/business park and open space/recreational development.

8. **Team Management** - The strength of the developer, with high emphasis on a strong organizational structure and a highly qualified senior management. The ability of the developer to provide a single, readily available point of contact and the likelihood of the lead developer to maintain long-term control over the entire build out of the project will also be important considerations.

9. **Community Outreach** - The developer’s approach to community outreach, including his/her experience and proposed strategy to involving neighborhood groups, civic organizations, and other community stakeholders. The evaluation will also consider the developer’s anticipated use of the media/non-conventional sources, workshops, meetings, and other public forums.

**B. Developer Selection Procedure**

Responses to this RFQ will be reviewed and evaluated by a Developer Selection Panel composed of two City Council members, two Planning Commissioners and staff, reporting directly to the City Council. The final decision will be that of the City Council.

1. **Step 1. Submittal deadline** - The RFQ responses are due on August 24, 2012. No additional submittals proposals will be allowed after this submittal date. The City reserves, however, the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary.

2. **Step 2. RFQ Evaluation** - The Selection Panel will evaluate the materials submitted by each respondent.
3. **Step 3. Recommendation to the City Council** - The Selection Panel will make a recommendation to the City Council of the top most qualified developer and up to two alternates. The City Council will ultimately select the most qualified developer.

4. **Step 4. Exclusive Negotiation Agreement (ENA)** - This task assumes that the City will produce the ENA document and that the general terms (including City’s and developer’s obligations, as well as the developer’s requirements for cost reimbursement to the City) will be accepted by the developer.

   It is the City’s intent to complete this process within approximately 90 days of the submission of proposals. During the exclusive negotiation period, the selected developer will negotiate the terms of a programmatic agreement and related documents.

### VI. Additional Property Information

A site map is included in Appendix 1. Appendix 2 provides a summary of land use regulations for the property.

### VII. Development Process and Establishment of Business Terms

While a variety of development processes could be used to implement the project, the two key objectives of this process are to ensure: (1) compliance with the California Environmental Quality Act (CEQA); and (2) the developer has an enforceable contract at the completion of the ENA period. To accomplish the objectives, the City anticipates the following process for securing entitlements for the Property and establishment of terms between the selected developer and the City.

**A. Secure Development Agreement**

The selected developer will enter into an ENA with the City for which its purpose will be to secure a development agreement. A development agreement, along with a master plan, infrastructure plan, conveyance schedule, finance plan, business plan and CEQA analysis will be completed during the ENA period. This development agreement will be signed after certification of the CEQA document.

**B. Follow Performance Schedule**

Upon certification of the CEQA document and signing of the DA, the selected developer will proceed in accordance with performance schedule as negotiated in the DA. This would include a purchase and sale agreement and development entitlement applications for the first phase of the property.

**C. Timely Land Purchase and Development**

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2 If the Selection Panel cannot narrow the selection to one development team, a request for additional information from up to three short-listed developers will be distributed. The Selection Panel would then use the selection process via City Council and Selection Panel to choose the most qualified team.
Upon completion of the entitlement process as described within this RFQ, the selected developer will lease or purchase initial parcels, begin to install new backbone and parcel specific infrastructure, and design the proposed buildings. Development of buildings will be subject to a design and review process by the City.

D. Vertical Builder

The City preference is that the selected developer will be the vertical builder for some portions of the project in the early phases as well as the land developer, but assignment of rights to build will be negotiated during the ENA. Assignment of rights of the land developer as vertical builder will be at the sole discretion of the City.

VIII. Conditions of Request

This section outlines the conditions of the RFQ. All invited developers must read the Conditions of Request contained in this section and sign the liability waiver provided in Appendix 4. In addition, a form, also to be completed by the respondent, outlining the roles and responsibilities of the developer, is provided in Appendix 3.

A. Streamlined Process

Given the streamlined process the City is attempting to achieve and the City’s budget needs, the City is requiring the following:

1. Selection Period – All respondents are required to submit a $5,000 non-refundable fee in the form of a check to the City at the time of response submittal to this RFQ to help defray a portion of the City’s costs associated with creating this development opportunity and the developer selection process.

2. Exclusive Negotiation Agreement (ENA) Period – At the time of signing the ENA, the selected Developer/Development Team is required to submit an additional application processing deposit of $100,000.00, and to sign a cost recovery agreement to be negotiated to reimburse the City for unrecovered and future expenses associated with the development process.

B. Proposals Prepared at Developer’s Expense

This RFQ is not a contract or a commitment of any kind by the City and does not commit the City to award an exclusive development option or to pay any cost incurred in the submission of a response. All costs associated with preparing and submitting a response to this RFQ shall be the sole responsibility of each proposer. The City, at its sole discretion, reserves the right to accept or reject in whole or in part, submittals received in response to this request, to negotiate with any qualified source, or to cancel in whole or in part this RFQ. Failure to provide any of the requested data within the specified submission period may cause the City, at its sole discretion, to reject the submittal or require the data to be submitted forthwith.

C. Period of Validity

All submitted materials in response to the RFQ shall remain valid for a period of six months from the date of submission. All proposals will become the property of the City and will become public documents.
D. Developer Qualifications

The qualifications of the developer and each member of the Development Team are important criteria in the selection process. All respondents must state the roles and responsibilities of the members of their team. The completed description must be returned with the developer’s response to the RFQ. After selection, the developer will not be allowed to substitute any members of the Development Team without prior approval by the City. The City, at its sole discretion, reserves the right to accept or reject proposed changes to the Development Team.

E. Accuracy of RFQ

All facts and opinions stated within this RFQ and in all supporting documents and data, including, but not limited to, statistical and economic data and projections, and anticipated dates of land conveyance, are based on the best available information from a variety of sources at this time. No representation or warranty is made with respect thereto. The selected developer will be responsible for accepting or verifying the accuracy for all information presented herein and conducting all feasibility analyses required to undertaking the development.

The City makes no representation about the conditions of the site, including utilities, soils, hazardous materials, or other surface or subsurface conditions. The respondent shall make its own conclusions concerning such conditions. Information provided in this RFQ, made available on the web site, or otherwise attached, or provided by City staff or consultants, is provided for the convenience of responders only. The accuracy or completeness of this information is not warranted by the City.

F. Waiver

The City reserves the right to select a limited number of proposals for interviews or to select without conducting interviews. Competing proposals will not be released to the public until the City recommends selection of a Development Team. Selection of the final Development Team will be held at a public meeting. The City reserves the right to disqualify any submission that does not completely comply with the submission requirements outlined in this document. The City further reserves the right to reject any and all submissions at its sole and absolute discretion. The City may amend or terminate selection procedures at any time in its sole discretion.

By submitting a response to the RFQ, each respondent expressly waives any and all rights that it may have to object to, or judicially challenge the following:

1. The site inspection;

2. The solicitation, including, but not limited to the Conditions of the Request and selection procedure sections of the RFQ; and,

3. The RFQ, evaluation, and award process, including, but not limited to, the qualifications of the developer, evaluation of initial proposals, selection of finalists, evaluation of responses to the RFQ, or other aspects of the Development Team selection and award.

Accordingly, the developer must complete and sign the liability waiver in Appendix 4.
G. Non-Collusive Affidavit

In the interest of a fair, equitable selection process, developers shall sign the non-collusive affidavit attached hereto as Appendix 5.

H. Conflicts

In the interest of a fair, equitable selection process, developers shall not have or obtain any prohibited conflicts of interest. City reserves the right to require developers to provide information regarding such conflicts should it appear to City that such conflict may exist.

I. Liability and Insurance Requirements

The selected developer will be required to maintain General Liability, Worker’s Compensation, Automobile Liability, Professional Liability, and other form of insurance with firms authorized to do business in the State of California, during the duration of performance of activities pursuant to this RFQ. Endorsements naming the City as additional insured and waiving rights of subrogation against City will be required. All policies, endorsements, certificates and/or binders shall be subject to approval by the City’s Administrative Services Manager as to form and content. The developer will also be required to indemnify the City against claims and obligations due to actions and activities of the Development Team. Terms of required insurance and indemnification will be included in the DA.

J. Compliance with Existing Legal Commitments

Submitted proposals must comply with all existing legal commitments to third parties, which have previously been entered into by the City and/or FORA relative to the property.

K. Protest Procedure

The following procedures shall apply to protests:

1. Any protest must be submitted, in writing, prior to award by Council and within a minimum of five business days after the date aggrieved party knows or should have known of the facts giving rise to the protest. The written formal protest must contain the following:

   a. Identification of the specific statutory or regulatory provision(s) that the buyer or department is alleged to have violated;
   b. Description of each act alleged to have violated the statutory or regulatory provisions(s) identified above;
   c. A precise statement of the relevant facts that include time lines and all involved parties; and,
   d. An identification of the issue(s) that need to be resolved that support the protest.

2. If a timely protest is filed, Finance and/or the involved department(s) shall be notified and any further action related to the RFQ selection process shall be suspended until the City makes a determination on the merits of the protest.
3. Finance will conduct an investigation, gather information, prepare documentation of their findings and make every effort to resolve the protest to the mutual satisfaction of all stakeholders. If the protest cannot be mutually resolved, Finance will make a decision as to the protest and so inform the involved department(s) and the protester(s), in writing.

4. The writing shall state the basis of aggrieved party’s protest(s), the results of the investigation, findings, recommendation(s) and reasons for the action taken and delivered, in writing, to the protesting bidder(s).

5. Proposal submitters may appeal, in writing, to the City Manager within five business days of receipt of the written notification. The City Manager or Acting City Manager shall have five business days to make a decision which shall be final."

L. All Proposals Are Public Records

All correspondence with the City including responses to this RFQ will become the exclusive property of the City and will become public records under the California Public Records Act (California Government Code section 6250 et seq.) All documents that the respondents send to the City will be subject to disclosure if requested by a member of the public. There are a very limited number of narrow exceptions to this disclosure requirement.

Any proposal that contains language purporting to render all or significant portions of the proposal “Confidential”, “Trade Secret” or “Proprietary”, or fails to provide the exemption information required as described below, will automatically be considered a public records in its entirety and shall be subject to disclosure to the requesting party without further consideration or notice.

Do not mark your entire proposal as “Confidential”.

The City will not disclose any part of any proposal before it announces a recommendation for selection on the grounds that there is a substantial public interest in not disclosing proposals during the evaluation process. After the announcement of a recommended award, all proposals will be subject to public disclosure. If the proposer believes that there are portions of the proposal that are exempt from disclosure under the California Public Records Act, the propose must mark it as such and state the specific provision in the California Public Records Act that provides the exemption as well as the factual basis for claiming the exemption. For example, if the proposer submits trade secret information, the proposer must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act that provides the exemption as well as the factual basis for claiming the exemption.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked “Confidential”, “Trade Secret” or “Proprietary”, the City will provide proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.
Responses or questions regarding the RFQ should be addressed to:

City of Monterey
C/o Elizabeth Caraker, AICP, Principal Planner
City Hall
580 Pacific Street
Monterey, CA 93940
831-646-1739 / caraker@ci.monterey.ca.us

The deadline for questions regarding the RFQ is August 6, 2012. All questions and responses will be summarized and posted on the City’s website within two days of this date:
(http://www.monterey.org/en-us/departments/planspublicworks/planning.aspx)

The deadline for receipt of one hard copy and one electronic copy of responses to this RFQ, along with a cashier’s check in the amount of $5,000 payable to the City of Monterey, is 5:00 p.m. on August 24, 2012.

APPENDICES:
1. Site Map
2. Zoning, General Plan and Base Reuse Plan Policies and Land Use Regulations
3. Development Team and Key Role Template
4. Liability Waiver
5. Non-Collusive Affidavit

USEFUL WEBSITES:
www.ci.monterey.ca.us
www.fora.org
Appendix 1: Site Map
<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Zoning</th>
<th>GP</th>
<th>BRP</th>
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<td>IR-150-D2</td>
<td>Industrial</td>
<td>Business Park/Office/R&amp;D</td>
<td>24</td>
</tr>
</tbody>
</table>

Under remediation - Transfers in 2015

CalTrans ROW 1000 feet

FO Expressway ROW 200 feet

Notes:
- Zoning: PC - Planned Community
- Zoning: O - Open Space
- Zoning: IR-150-D2 - Industrial
- BRP: Business Park/Office/R&D
- BRP: Open Space/Recreation
- BRP: Public Facilities/Institutional
- BRP: Business Park

Acreages and other details are included in the map.
Appendix 2: Zoning, General Plan and Base Reuse Plan Policies and Land Use Regulations

Monterey Zoning Ordinance

For a complete set of zoning regulations for Industrial, Open Space, and Planned Community Zoning Designations, link to the Monterey City Code: http://www.codepublishing.com/ca/monterey/

Section 38-16 Specific Purposes - Industrial District

A. Industry, Custom. Establishments primarily engaged in on site production of goods by hand manufacturing involving the use of hand tools and small scale equipment. Includes mechanical equipment not exceeding two horsepower or a single kiln not exceeding eight kilowatts and the incidental direct sale to consumers of only those goods produced on site. Typical uses include custom bookbinding, ceramic studios, candle making shops, and custom jewelry manufacture.

B. Industry, General. Manufacturing of products, primarily from extracted or raw materials, or bulk storage and handling of such products and materials. Uses in this classification typically involve a high incidence of truck or rail traffic, and/or outdoor storage of products, materials, equipment, or bulk fuel. This classification includes food processing and packaging, laundry and dry cleaning plants, stonework and concrete products manufacture (including concrete ready mix plants), and power generation. Noxious industrial uses, such as asphalt and chemical manufacture, hot mix plants, rendering, and tanneries are excluded from this classification.

C. Industry, Limited. Manufacturing of finished parts or products, primarily from extracted or raw materials; and provision of industrial services; both within an enclosed building. This classification includes processing, fabrication, assembly, treatment, and packaging, but excludes basic industrial processing from raw materials, food processing, and Vehicle/Equipment Sales and Services. Includes the incidental direct sale to customers of only those goods produced or assembled on site.

D. Industry, Research and Development. Establishments primarily engaged in the research, development, and controlled production of high technology electronic, industrial or scientific products or commodities for sale, but prohibits uses that may be objectionable in the opinion of the Deputy City Manager of Plans and Public Works, by reason of production of offensive odor, dust, noise, vibration, or storage of hazardous materials. This classification includes biotechnology firms, and manufacturers of nontoxic computer components.

E. Wholesaling, Distribution and Storage. Storage and distribution facilities without direct public access.
   1. Trucking Terminals. Storage and distribution facilities having more than six heavy trucks on the premises at one time, but excluding trucking accessory to a Limited Industry or General Industry classification.
   2. Small Scale. Wholesaling, distribution and storage having a maximum gross floor area of 5,000 square feet and having no more than two docks or service bays. (Ord. 3424 § 1, 2009)

Section 38-42 Specific Purposes – Open Space District

A. Provide a suitable classification for large public or private sites permanently designated for open space use or currently in an open space use.

B. Protect public health and safety by limiting lands subject to flooding, slides, or other hazards to open space use.

Section 38-51 Specific Purposes – Planned Community District
A. Establish a procedure for the development of large parcels of land in order to reduce or eliminate the rigidities, delays, and conflicts that otherwise would result from application of zoning standards and procedures designed primarily for small parcels.

B. Ensure orderly and thorough planning and review procedures that will result in quality urban design.

C. Encourage variety and avoid monotony in large developments by allowing greater freedom in selecting the means to provide access, light, open space, and amenity.

D. Provide a mechanism whereby the City may authorize desirable developments, consistent with the General Plan and applicable area plans or specific plans, without inviting speculative rezoning applications, which, if granted, often could deprive other owners of development opportunities without resulting in construction of the proposed facilities.

E. Encourage allocation and improvement of common open space in residential areas, and provide for maintenance of the open space at the expense of those who will directly benefit from it.

F. Encourage the assembly of properties that might otherwise be developed in unrelated increments to the detriment of surrounding neighborhoods.

**Monterey General Plan**

*For a complete set of General Plan policies related to Industrial and Open Space development, link to the Monterey General Plan:*


The Monterey General Plan Parks, Recreation, and Open Space category applies to all parks and recreation facilities such as neighborhood, community and county parks; community centers; and greenbelt and other open space areas. The Industrial category applies to existing and future industrial areas in the city. There are four areas in this category in the Land Use Plan. In most cases, industrial areas are taking the form of business parks with a combination of office and industrial uses.

**Fort Ord Base Reuse Plan**

*For a complete set of Base Reuse Plan policies related to the development of the City of Monterey properties and basewide infrastructure improvements, link to the Base Reuse Plan:*

http://www.basereuse.org/reuseplan/HomePage/HomePage.htm

*and Base Reuse Plan Map:*

http://www.fora.org/Fig%20203_3-1.pdf

**Office Park / R&D Land Use.**

Permitted Gross FAR = .25

This portion of the Site is approximately 147 acres and will accommodate up to 413,000 sq. ft. of office and/or research and development uses. This designation is intended to allow the development of commercial office/research and development facilities. Business park and light industrial facilities are not a permitted use within this designation. Uses allowed within this land use designation include:

- office/research and development uses;
- convenience retail;
- food service uses;
- visitor serving, where designated.

**Public Facility/Institutional**
This designation has been applied to all manners of planned facilities having public/institutional ownership and/or public benefit. Uses allowed within this land use designation include:

- habitat management
- light industrial
- corporation and transit yards;
- public utilities;
- public training grounds;
- public offices;
- community colleges;
- youth camps;
- maintenance areas;
- public airfields.

**Open Space/Recreation**

This designation has been applied to all planned parkland which will be publicly owned. Uses allowed within this land use designation include:

- convenience retail, where specified;
- commercial recreation dependent on large open spaces such as equestrian uses and golf courses;
- public parks;
- all types of recreation activities not specifically prohibited;
- habitat management;
- public amphitheaters;
- environmental education activities.

Monterey’s Open Space/Recreation parcel is also potentially the site for the alignment of the State Highway 68 alternative corridor, as shown on the Base Reuse Plan Land Use Concept (Figure 3.3-1). The City is preparing for both uses and will consider a campground and commercial recreation as interim use. If the area is later used for highway purposes, Caltrans will provide the City with a community park site at another location.

**General Development Character and Design Objectives**

To achieve the community design vision, the local governing jurisdiction shall implement the following:

1. Establish site planning, bulk, and massing criteria to integrate development into the existing topography and natural habitat so as to minimize grading and habitat impacts.
2. Establish a maximum building height related to an identified mature landscape height to retain a compatible relationship with the regional landscape character and to not significantly impact the view from scenic Highway 68.
3. Coordinate development within this district with the preparation of a specific plan or other planned development mechanism to achieve the potential integrated design that can integrate the commercial development with the adjacent commercial development outside the former Fort Ord boundaries.
4. The City of Monterey’s Ryan Ranch development and design standards shall be integral to future development within the York Road Planning Area.
5. The Section of 8-mile Gate Road between York Road and South Boundary Road shall be constructed in the York Road Planning Area.
6. A potential 100 – 200-foot wide easement shall be provided for the Fort Ord Expressway as shown on the Base Reuse Plan Land Use Concept (Figure 3.3-1).
## Appendix 3: Development Team and Key Role Template

<table>
<thead>
<tr>
<th>Description</th>
<th>Responsible Entity (Structure of the Team)</th>
<th>Entity Responsible for Providing/Securing Funding</th>
<th>If Entity is unknown at this point, when would Entity be identified?</th>
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<tbody>
<tr>
<td>Securing Entitlements</td>
<td></td>
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<td>Land Development</td>
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<td>Developing Finished Product</td>
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</tr>
<tr>
<td>Industrial/Recreational</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 4: Liability Waiver

The information in this Request for Qualifications (RFQ) is intended to provide general information regarding the development opportunity in the City of Monterey. This information is not intended or warranted to be a complete statement of potential land use issues and/or procedures to which the developer may be subject, nor is this information intended to be a complete statement of all of the information the developer might be required to ultimately submit.

All facts and opinions stated herein and in any additional information provided by the City of Monterey, its officers, officials, employees, attorneys, agents, representatives, or its consultants (hereinafter collectively “City”), including but not limited to surveys, statistical and economic data and projections, are based on available information and no representation or warranty is made with respect thereto.

This RFQ does not commit the City to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City further reserves the right to request and obtain, at no cost to the City, from one or more of the developers who submit proposals, supplementary information as may be necessary for the City staff and/or its consultants to analyze the submitted responses to this RFQ.

The City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary. However, given the uncertainty of Public Record Law; the undersigned hereby waives all rights, releases and holds harmless, the City in case of disclosure, required, accidental, or otherwise. The proposing entity, by submitting a response to this RFQ, waives all rights to protest except for the administrative protest allowed and for which procedure are specified within this RFQ or seek any legal remedies whatsoever regarding any aspect of this RFQ.

______________________________________________
Signature

______________________________________________
Name of Business

______________________________________________
Name and Title

______________________________________________
City/State/Zip Code

______________________________________________
Phone
Appendix 5: Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT

STATE OF____________________________________
COUNTY OF__________________________________
____________________________________, being first duly sworn, deposes and says:

THAT he/she is owner or manager of _________________________, “developer” herein, the party making a proposal for development of the Light Industrial/Business Park and Open Space/Recreational Opportunity Site (“project”), that such proposal is genuine and not collusive or a sham; that developer has not colluded, conspired, connived or agreed, directly or indirectly, with any person to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person, to fix any term of the proposal or that of any other proposer on the project to secure any advantage against City of Monterey or FORA, and that all statements and information in the proposal are true.

FURTHER, developer hereby certifies under penalty of perjury that neither he/she nor any other person associated therewith in the capacity of owner, partner, director, officer or manager has been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 5 years.

____________________________________
Signature

____________________________________
Title

Subscribed and sworn to this
__________ day of__________. 2012

____________________________________
Notary Public

Commission Expires____________