Opportunity Site

127 Acres of Raw Land on the Former Fort Ord
Located in the City of Monterey

Request for Proposals (“RFP”)

City of Monterey
June 7, 2019
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I. Invitation to Submit for Long Term Land Lease or Purchase

The City of Monterey (“City”) offers this opportunity for Qualified Developer/Development Teams to submit a proposal to develop all or portions of a prime site on California’s Central Coast. This Request for Proposals (“RFP”) is intended to result in the selection of a developer to undertake the purchase or lease, planning, financing, and development 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 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 the site map on the project website. Following several discussions and public input, the City Council has indicated that proposals including any variety of land use types, including residential and mixed use, would be entertained. This flexibility was also informed by an economic feasibility analysis, prepared by Economic Planning Systems, Inc. Council meeting reports, minutes, and the economic study are available on the City’s Fort Ord Development project website:

www.monterey.org/services/community-development/planning/planning-projects/Fort-Ord-Property-Development

After reviewing submittals from this RFP, the City anticipates selecting a preferred developer and entering into an Exclusive Negotiation Agreement (“ENA”) which would provide a process for the negotiation and preparation of 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, information or interview.

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, well-researched, and thoughtful responses to this RFP 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 RFP in the form requested. Refer to the Submittal Requirements in Section IV of this RFP.

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 1 Million 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 meet the objectives of the City, including affordable housing and job-generating uses. 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) (or post-FORA successor entity) for determination of consistency with the BRP once the City approves.

B. Land Use and Program Objectives

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 2019, 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.

Development Impact/FORA Fees - The selected developer will be expected to pay FORA for development mitigation impact fees.¹ The current FORA development impact fees are $3,230/acre for office and industrial development, $66,552/acre for retail, and $24,621 per housing unit, subject to increase.

Prevailing Wage Requirements – Future construction at this site is subject to prevailing wage law. Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 28-20(f) of the Monterey City Code. Local wage rates may be obtained from City of Monterey, Engineering Division Office, City Hall, Monterey, CA, (831-646-3921) or the Director, Department of Industrial Relations, State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774).

C. Development Objectives

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.

Phasing/Sequencing/Timing - The City desires that the site be developed as soon as possible, consistent with market realities. Favorable consideration will be given to proposals with specific construction and development timelines.

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 Disposition and Development Agreement ("DDA"). Approval of the DDA is subject to the City’s compliance with the California Environmental Quality Act, and Developer’s compliance with all mitigation measures which may be adopted in connection therewith.

D. Financial/Business Objectives

¹ FORA fees are indexed annually on July 1st.
The City’s financial/business objective for the site is to maximize the land value through either a fee-
simple sale or long-term ground lease of the land.

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 preparation and 
issuance of this RFP to the execution of the DDA, 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.

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).

Provides Fiscal Benefits to the City. The project should generate property taxes, sales taxes, and 
other revenue to have a fiscally positive result, enhance the City’s financial position and mitigate fiscal 
impacts to the City.

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 2019 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. Necessary amendments to existing land use restrictions may be 
considered and should be outlined in the proposal. 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 DDA (to be negotiated). In addition, the developer is advised that, pursuant to the City’s 
agreement with FORA, FORA (or possibly a successor entity to 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 a significant basis for establishing lease/sale price and value and the general program for accomplishing the development goals.

B. Entitlements

Secure any and all 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. The Business Plan should identify phasing and funding approaches to land and related infrastructure development, and ensure that City services related to the project can be fully provided by project-related municipal revenue. The Business Plan should be predicated on a market analysis, including narrative regarding key project-related risks and an explanation of resulting project return on investment (ROI) metrics. The Business Plan should describe the developer’s anticipated capital stack for funding Project Development over time, and clearly reference any public financing and land use policy requirements necessary to implement the Project.

F. Implementation

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

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, Sale/Leasing Schedule, Phasing, and Market Analysis

Prepare and delineate a narrative draft concept, land uses, 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, or identify necessary amendments to the land use designation. 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.

*Market and Financial Considerations* – The following principles are paramount to the development of the site. Provide a clear and direct (but concise) statement regarding market and financial considerations for development.

- If light industrial/business park uses are included, they should be diverse, creative and job-generating land uses;
- All proposals should include open space/recreational land uses to provide opportunities to meet the needs of the region and possibly beyond; and/or
- If housing uses are included, they should include affordable housing to serve the needs of the low-income and/or workforce community.

*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.

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

C. Financial/Business Objectives

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

*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.
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 $5 million for three or more consecutive years ending in 2018. The City reserves the right to require additional financial documentation as deemed necessary.

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.

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 affiliate or by any Development Team member or affiliate within the last five years (whether pending or terminated) relating to a development project and the status and outcome of the litigation or proceeding. 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 and additional City investigation of the Development Team. 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. The Settlement Agreement between Landwatch Monterey County, Keep Fort Ord Wild, and the Marina Coast Water District and its Board of Directors, dated September 17, 2018, provides that “Pursuant to contractual rights to recycled water, MCWD is entitled to 1,427 AFY of advanced treated water from the Pure Water Monterey Project for use within the former Fort Ord. The first 600 AFY of that advanced treatment water (ATW) is projected to replace and offset existing groundwater irrigation uses and to provide ATW for uses within yet-to-be-built residential developments thereby eliminating the use of groundwater for non-potable uses for those new units. With reference to this provision, MCWD agrees that it will not provide, or commit to provide in the future, a groundwater-sourced water supply for new residential uses in Fort Ord beyond the 6,160 of total new residential units within the former Fort Ord in accordance with Fort Ord Reuse Plan Section 3.11.5.4(b)(2) of the FORA’s Development and Resource Management Plan, as that number may be amended from time to time by FORA, and subject to the Groundwater Sustainability Plan for the Monterey Subbasin as approved by the California Department of Water Resources.”

Monterey’s 65 acre-foot allocation is not part of the 1,427 AFY of ATW. Further, 1,743 housing units of the 6,160 housing unit cap have yet to be entitled and therefore are still available for future development concepts.

Describe how your development program and phasing approach addresses available water supplies/allocation.

G. Reservation of Transportation Facility.

The City and CalTrans entered into a Memorandum of Understanding in November 1995 which provides that an approximately 25 acre portion of the site is reserved for a future transportation facility. CalTrans is considering eliminating the reservation of this area as a transportation facility, but no formal action has been taken as of the date of this RFP.

H. 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 preparation and issuance of this RFP to the execution of the DDA 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 and architectural innovation, 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 completion of the entire build out of the project will be achieved.

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 RFP 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 or housing (as applicable) 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 RFP will be reviewed and evaluated by a Developer Selection Panel composed of City Council members and staff, reporting directly to the City Council. The final decision will be that of the City Council.
**Step 1. Submittal deadline** - The RFP responses are due on August 12, 2019. 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.

**Step 2. RFP Evaluation** - The Selection Panel will evaluate the materials submitted by each respondent.

**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.

**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 on the project website: www.monterey.org/services/community-development/planning/planning-projects/Fort-Ord-Property-Development

A site visit may be scheduled with City staff no sooner than 30 days prior to the submittal deadline. All questions received and responses will be posted on the City’s website referenced above.

**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 Disposition and Development Agreement (DDA)**

The selected developer will enter into an ENA with the City for which its purpose will be to secure a DDA. A DDA, along with a master plan, infrastructure plan, conveyance schedule, finance plan,

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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.
business plan and CEQA analysis will be completed during the ENA period. This DDA will be signed after certification of the CEQA document.

B. Follow Performance Schedule

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

C. Timely Land Purchase and Development

Upon completion of the entitlement process as described within this RFP, and satisfaction of other conditions to conveyance, 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 or all portions of the project in at least the early phases as well as the horizontal developer, but assignment of rights to build will be negotiated during the ENA. Assignment of rights of the horizontal developer as vertical builder will be at the sole discretion of the City.

VIII. Conditions of Request

This section outlines the conditions of the RFP. All invited developers must read the Conditions of Request contained in this section and sign the liability waiver provided in Appendix 2. In addition, a form, also to be completed by the respondent, outlining the roles and responsibilities of the developer, is provided in Appendix 1.

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:

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 RFP to help defray a portion of the City’s costs associated with creating this development opportunity and the developer selection process.

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 RFP is not a contract or a commitment of any kind by the City and does not commit the City to enter into an exclusive negotiating agreement or to pay any cost incurred in the submission of a response. All costs associated with preparing and submitting a response to
this RFP 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 RFP. The City reserves the right to request additional information from persons submitting proposals. 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. City selection of a proposal is not a commitment to approve land use changes contained in the selected proposal, or to sell or lease land to the selected developer.

C. Period of Validity

All submitted materials in response to the RFP 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 RFP. 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 RFP

All facts and opinions stated within this RFP 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 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 and perform its own due diligence concerning such conditions. Information provided in this RFP, made available on the web site, or otherwise attached, or provided by City staff or consultants, is provided for the convenience of responders only, in beginning their investigation and diligence. The accuracy or completeness of this information is not warranted by the City. Responders are encouraged and advised to perform its own independent studies.

F. Waiver

The City reserves the right to select a limited number of proposals for interviews or to select without conducting interviews. Subject to applicable public records laws, 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 RFP, 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 RFP; and,

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

Accordingly, the developer must complete and sign the liability waiver in Appendix 2.

G. Non-Collusive Affidavit

In the interest of a fair, equitable selection process, developers shall sign the non-collusive affidavit attached hereto as Appendix 3.

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. Such information shall include, without limitation, financial interest disclosure forms and other documentation necessary to determine conflicts under Public Reform Act, Gov't Code section 1090, and other conflict laws.

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 RFP. 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, content, and appropriate coverage limits. 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 DDA.

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. All Proposals Are Public Records

All correspondence with the City including responses to this RFP 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 RFP or request for a site visit should be addressed to:

City of Monterey  
c/o Elizabeth Caraker, AICP, Housing and Community Development Manager  
City Hall  
580 Pacific Street  
Monterey, CA 93940  
831-646-1739 / caraker@monterey.org

The deadline for site visit requests and questions regarding the RFP is July 10, 2019. 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 RFP, along with a cashier’s check in the amount of $5,000 payable to the City of Monterey, is 4:00 p.m. on August 12, 2019.

APPENDICES:
1. Development Team and Key Role Template  
2. Liability Waiver  
3. Non-Collusive Affidavit

USEFUL WEBSITES:
www.ci.monterey.ca.us  
www.fora.org
Appendix 1: Development Team and Key Role Template

Provide information on assignments for each stage of development. Break out land use types if relevant (industrial, residential, etc.)

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Securing Entitlements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Horizontal Development</td>
<td></td>
<td></td>
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<tr>
<td>Vertical Development</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix 2: Liability Waiver

As specified in Section VIII of this RFP, the information in this Request for Proposals (RFP) 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 RFP 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 RFP.

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 Records Act; 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 RFP, waives all rights to protest.

______________________________________________
Signature

______________________________________________
Name of Business

______________________________________________
Name and Title

______________________________________________
City/State/Zip Code

______________________________________________
Phone
Appendix 3: 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
developer making a proposal for development of the City’s 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 or manipulate any term of the proposal or that of any other
proposer on the project coordination or 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 legal judgment rendered against it by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past 10 years.

____________________________
Signature

____________________________
Title

Subscribed and sworn to this
___________ day of________, 2019

____________________________
Notary Public

Commission Expires____________