



**COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION  
1488 SCHILLING PLACE  
SALINAS, CA 93901  
(831) 755-4990**

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**REQUEST FOR PROPOSALS  
#10700**

**For  
OLD MONTEREY COUNTY JAIL ADAPTIVE REUSE  
at 158 WEST ALISAL STREET, SALINAS, CALIFORNIA 93901**

**Proposals are due by 3:00 pm (PST) on February 14, 2019**

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**SOLICITATION DETAILS SECTION**

*Gina Encallado  
Management Analyst  
RFP 10700 Old Jail Re-Use*

## 1.0 INTENT

It is the intent of this Request for Proposals (RFP) to solicit proposals from development teams and private entities (hereinafter CONTRACTORS) for the restoration and adaptive reuse of the Historic Monterey County Jail located at 158 West Alisal Street, Salinas, California (hereinafter called Old Jail). The County seeks to enter into a long-term lease with the selected CONTRACTOR. The County seeks a use or a combination of uses at the Old Jail that will enhance the surrounding County Government Center Campus, stimulate economic activity in the adjacent Old Town Salinas, provide community benefit and create jobs.

This project includes inherent risk to the CONTRACTOR, but may also benefit the CONTRACTOR through innovative approaches to the identified project financing, development, and use. Proposals may include in-kind consideration, in an amount that is not less than the reasonable value of the real property interest; including but not limited to, alteration and restoration of the existing facility, and environmental remediation. The resulting Old Jail lease agreement must be in a format acceptable to the County and must be consistent with any reuse guidelines of the National Register of Historic Places.

The COUNTY shall exercise full and proper due diligence in the evaluation and selection of qualifying Proposers. In this regard, the qualifications, capabilities, resources and other attributes of the CONTRACTOR and its whole team will be carefully examined for this project. In addition, private entities submitting proposals will be held strictly accountable for representations and information provided regarding their qualifications, experience, or other contents of their proposals, including all specific aspects of proposed plans to be performed by the CONTRACTOR.

## 2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles with a population of approximately 434,000. The City of Salinas is the County Seat and has a population of 156,674.
- 2.2 The Old Jail is in the City of Salinas within the County Government Center complex that includes three buildings; Superior Courts occupy the North Wing (three [3]-story building, 320 Church Street), County Government Center occupies the Administration Building (three [3]-story building, 168 W. Alisal Street), and generally the District Attorney occupies the East/West Wing (three [3]-story building, 142 W. Alisal Street). The Old Jail (four [4]-story building, 158 W. Alisal Street) occupies both a significant physical and conspicuous space near the central commercial district of the city on West Alisal, a major arterial into Old Town Salinas. The Old Jail served as the main County Jail until 1977 and thereafter remained functionally vacant used only as a temporary

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repository for County Records. The City's Government Center (City Hall) and the Main Post Office are located immediately east of the County Government Center. Plans for the County campus include relocating visitor parking from the northeast corner of Alisal and Capitol Streets to the southwest corner of Church and Gabilan Streets and creating open space at Alisal/Capitol, west of the Old Jail. In addition, the Salinas Vibrancy Plan includes modification to reduce Alisal Street from a 4-lane to 2-lane roadway in this area.

2.3 The Old Jail was constructed in 1931, and occupies approximately 41,000 square feet. It is a reinforced concrete, three-story building containing two major volumes connected by a stair tower. The most compelling and noticeable architectural feature of the Jail is the front façade of the Administration Wing. The style of the building is Gothic Revival, which was often used in the 19<sup>th</sup> century for public buildings and academic structures. The original design of the Old Jail was comprised of four components:

1. Front Administrative Wing
  - o A three (3) story structure facing West Alisal Street
  - o A portion of this wing was the Women's Jail
2. Men's Jail
  - o A four (4) story structure
  - o Incorporated electro-pneumatic sliding locking metal bar doors
3. Main Stairwell
  - o A four (4) story structure
  - o Connects the Administration Wing to the Men's Jail structure
4. A perimeter wall that surrounds the Jail itself.

Since the original structure was built there have been an estimated nine (9) significant additions and modifications to the Old Jail, all of which occurred in the 1950's to the following areas:

1. Northwest Stairwell
2. Northeast Stairwell
3. Elevator Shaft
4. Kitchen & two floor Exterior Exercise Area Construction
5. 3rd Floor Administration Wing Addition
6. East and west Side In-Fill on the first floor enclosing the Connecting Stairwell
7. In-Fill of the entire semi-circular driveway surrounding the Jail
8. Mechanical ventilation equipment at the north-end of the Jail
9. Holding Cell construction at the east-end adjacent to the breezeway

#### 2.4 Historic Designation – State of California/Office of Historic Preservation:

On January 22, 2004, a group of citizens with interest to preserve the Old Jail were successful in getting the Old Jail placed on the National Register of Historic Places. The Old Jail was approved for designation under the National Register Criterion A for its association with the incarceration of Cesar Chavez, the charismatic Chicano leader who changed labor/grower practices throughout the nation by establishing the United Farm Workers of America. Chavez led the United Farm Workers movement in the late 1960's

and 1970 in particular, which became the first successful agricultural labor union in American history, which represented agricultural workers for over 40 years.

The singular event, which occurred in the Old Jail, was the incarceration of Cesar Chavez in December 1970 for his refusal to call off a lettuce boycott. Chavez was jailed in pursuing what he believed was a Constitutional right, which shifted national focus and attention to the Jail and on his organizing efforts. This helped to change the course of farm labor working conditions nationwide. This was the only time in his life Chavez was jailed and it became an event of exceptional national significance.

The jailing and subsequent release of Chavez drew national attention to what was a regional boycott. When the California Supreme Court ordered his release from jail on Christmas Eve, 1970, Chavez realized that the grower boycott would become one of his most effective organizing tools, thereby creating a tremendous impact on the market for both grapes and lettuce and putting pressure on growers to sign union contracts. Gail Dubrow, Ph.D., principal investigator on a National Park Service study documenting properties linked to Chavez and the farm worker's movement, observed that the incarceration of Chavez was a pivotal experience in his life. The report noted that "the jail is one of the most significant resources identified in the Chavez theme study."

2.5 In 2004, Monterey County began efforts to demolish the structure in conjunction with plans for the Government Center Campus. In response to legal challenges and listing of the Old Jail as a historic structure, Monterey County studied multiple redevelopment alternatives. This request for proposals is a final alternative to seek possible interest from an outside entity to present plans that would effectively reuse the Old Jail. In order to retain the integrity of a historic structure, Monterey County mothballed the Old Jail in accordance with Department of Interior Standards, including, weatherizing sections of the roof and sealing windows.

2.6 The County has commissioned several studies of the Old Jail since 2000. The most recent is the Adaptive Reuse Feasibility Study for Old Monterey County Jail, dated October 28, 2014. In addition to a comprehensive assessment of reuse options, it provides a detailed description of physical features of the Old Jail considered to be significantly contributing to its historic designation. (Exhibit D).

2.7 Old Jail Opportunities and Challenges:

This project presents a unique opportunity to preserve and reuse the historic site, stimulate local economy, promote cultural pride for a significant event in the farm labor movement, with careful consideration of the community's needs and with respect for the historic significance of the site.

The following assumptions are for the purposes of the RFP and may not apply to the final negotiated agreement:

- a) The property will be transferred vacant and as-is, with no remediation or clean-up. It is the responsibility of responders to this RFP to account for the resulting costs.
- b) The structure will require extensive renovation and retrofitting to ensure it is suitable for occupancy and to meet applicable building codes. Responders to this RFP will account for the resulting costs.
- c) The site of the Old Jail does not have off-street parking at present, responders to this RFP shall account for parking in their submittal.

### 3.0 CALENDAR OF EVENTS

3.1	Issue RFP	December 13, 2018
3.2	Pre-Proposal Meeting	none
3.3	Deadline for Written Questions	3:00 p.m., PST, January 17, 2019
3.4	Proposal Submittal Deadline	3:00 p.m., PST, February 14, 2019
3.5	Estimated AGREEMENT Date	June 2019

*This schedule is subject to change as necessary.*

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ALL ADDENDA FOR THIS RFP** by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at [www.co.monterey.ca.us/admin/solicitcenter.htm](http://www.co.monterey.ca.us/admin/solicitcenter.htm). Addenda will be posted on the website the day they are released.
- 3.7 **PRE-PROPOSAL MEETING/SITE TOUR:** County will not conduct a Pre-proposal meeting for this solicitation.

## 4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County      **Gina Encallado, Management Analyst**  
**Contracts/Purchasing**  
1488 Schilling Place  
Salinas, CA 93901  
PHONE: (831) 796-1336  
FAX: (831) 755-4969  
Email: EncalladoGL@co.monterey.ca.us

4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS after the deadline for receipt of questions.

4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.

4.4 Only answers to questions communicated by formal written addenda will be binding.

4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

## 5.0 SCOPE OF WORK

5.1 CONTRACTOR will deliver, operate and maintain a renovated site developed for a use or a combination of uses that will enhance the surrounding County Government Center Campus, stimulate economic activity in the adjacent Old Town Salinas, provide community benefit and create jobs. The format of the Agreement between County and CONTRACTOR will be determined through negotiation.

## 6.0 PROPOSAL SECURITY

6.1 Proposal Security is required to secure the commitment of the Preferred Proposer. The Proposal Security must be one (1) or more letters of credit (LOC) with a term effective for at least 180 days from and after the Proposal Due Date, in an aggregate amount equal to two hundred thousand dollars US (\$200,000) and issued by an issuer in a form and

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content reasonably acceptable to the County prior to submittal of such letter(s) of credit), to be held by the County for the sole purpose described below (“Proposal LOC”).

- 6.2 If the County gives written notice to the Preferred Proposer to execute the Lease Agreement, and the Preferred Proposer does not, within five (5) business days (or such later date as agreed between the County and the Proposer), execute the Agreement and deliver to the County the Cash Deposit and/or the Closing LOC in the amount set forth in the Lease Agreement, then the County shall be entitled to draw immediately, without notice to the Preferred Proposer, the full amount of the Proposal LOC upon presentation of a sight draft and a certificate confirming that the County has the right to draw upon the Proposal LOC in the amount of such sight draft, and the County shall be entitled to retain all of the proceeds of the Proposal LOC, in either case, as the sole remedy or right of the County against the Proposer.
- 6.3 The right of the County to draw the Proposal LOC is intended to be, and shall be construed in accordance with applicable California case law regarding bid security to reasonably compensate the County’s damages in the event that the Lease Agreement is not executed by the Preferred Proposer, including, but not limited to any costs related to a new RFP and/or lease negotiation with the next ranked Proposer, the difference between the Preferred Proposer’s offer and the next ranked proposer’s offer, the cost of foregoing alternative opportunities and for other costs incurred by the County in reliance on the Preferred Proposer’s Proposal to enter into the transaction contemplated hereunder, and payment of the entire draw on the Proposal LOC to the County shall terminate all other rights and remedies of the County with respect to the Proposer.
- 6.4 The Parties acknowledge that the damages suffered by the County because of such termination would be impossible to ascertain and that the Proposal LOC is a reasonable estimate thereof and is not intended as a penalty.
- 6.5 Upon receipt by the County of the Lease Agreement duly executed by the Preferred Proposer and the Cash Deposit and/or Closing LOC contemplated by the Lease Agreement, the County will promptly return the Proposal LOC to all the Proposers.

## **7.0 CONTRACT TERM**

- 7.1 The term of the AGREEMENT(s) will be dependent on the structure and form of a negotiated agreement
- 7.2 If the AGREEMENT includes options for renewal or extension, CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
  - 7.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

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7.3 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

**8.0 LICENSING REQUIREMENTS**

- 8.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 8.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.

**9.0 PROPOSAL PACKAGE REQUIREMENTS**

9.1 **CONTENT AND LAYOUT:**

9.1.1 CONTRACTOR to the greatest extent possible, the conceptual stage submittal shall be sufficient to convey the experience and capacity of the proposed CONTRACTOR, the overall quality and character of the identified project, as well as the financial and implementation strategies to ensure successful completion of the project. Submittals shall be organized in the following order and tabbed in accordance with this Section. All submittals, at a minimum shall provide the following, unless the Proposer receives a written waiver of the requirement or requirements by the COUNTY in advance of submitting the proposal:

<b><u>Proposal Package Layout;</u> Organize and Number Sections as Follows:</b>	
Section 1	COVER LETTER & EXECUTIVE SUMMARY
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	CONTRACTOR AND TEAM
Section 3	QUALIFICATIONS AND FINANCIAL CAPACITY
Section 4	PROPOSAL
Section 5	PROJECT ANALYSES
Section 6	PROJECT FINANCING
Section 7	COMMUNITY IMPACT

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Section 8	MISCELLANEOUS
Section 9	EXCEPTIONS
Section 10	APPENDIX

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**Section 1 Requirements:**

**Cover Letter:** All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and Contact information as follows:

**Contact Info:** The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

**Identify Entity:** Identify the CONTRACTOR or team of CONTRACTORS who will be directly involved in the qualifying project.

CONTRACTOR Contact Information:

- Physical address (if a consortium, include the address of each partner or member); and
- Mailing address (if a consortium, include the address of each partner or member); and
- Primary phone and facsimile number.

**Firm Info:** Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

**Potential Disqualification:** Identify any persons known to the CONTRACTOR who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the qualifying project.

**Signed Signature Page and Signed Addenda** (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

**Table of Contents**

All materials other than graphics, brochures, plans and attachments should be submitted in an 8.5-inch by 11.0-inch format with a general text font of no less than 12-point size and page margins of at least one (1) inch all around.

The County invites the submittal of Proposals from Proposers capable of performing the scope of services specified in this RFP. For a Proposal to be considered by the County, the following items should be addressed in the order specified below.

**Section 2, CONTRACTOR and Team:**

A. Identify the CONTRACTOR:

- Identify the legal structure of the proposed CONTRACTOR or a team of CONTRACTORS and its members or principals making the proposal; and
- To the extent a CONTRACTOR team is created, for the CONTRACTOR and for each member thereof, provide proof of authority to do business in California and, as applicable, a certificate of good standing from the California Controller and the California Secretary of State.

B. Identify the Team:

- To the extent a team is created, provide a list including the company name, primary contact, title, address, telephone, and email of each team member and any selected or prospective professional or consultant which may include, but is not limited to analysts, architects, engineers, contractors, legal counsel, marketing firms, real estate brokerage and property management firms; and
- Identify the firms that will provide design, construction and completion guarantees and warranties; and
- Provide an organizational chart that clearly illustrates the team and identifies the role of each team member, including design professional, consultant, or major contractor (over \$1 million), participating in the development or operation of the project; and
- Describe the management structure and the role each team member, partner and any prospective professional, consultant or major subcontractor (over \$1 million) will fulfill in the development or operation of the qualifying project.

**Section 3, Qualifications and Financial Capacity:**

- A. Proposer must provide demonstrable experience in the development and operation of qualifying projects of similar complexity, scope, and scale to the proposed. The submittal must describe relevant experience with respect to the development and operation of other commercial or public-private partnership projects, clearly distinguishing the experience of the CONTRACTOR

(including joint venture partners) from that of consultants and other team members. To substantiate experience and ability to perform the following information shall be provided:

- Describe the length of time in business, business experience, public sector experience, and other engagements of the CONTRACTOR or team of CONTRACTORS; and
- Resumes and work experience of each team member; and
- Provide a statement listing all prior projects and clients for the past five (5) years; and
- Provide at least three (3) development and financial references (name, title, entity, telephone number and contractual relationship) that can be contacted with respect to current and past project experience; and
- Establish and demonstrate access to financial resources such as the ability to raise equity and secure debt capital to deliver the qualifying project in a professional and timely manner; and
- Provide the composition of current real estate portfolio, including the size, value, years of ownership, and asset performance; and any other relevant information; and
- Provide a listing and description of all pending projects under enforceable funded contracts, including the status, development schedule, financing method, sources, and amounts, and financial commitments required of the CONTRACTOR.

B. A Letter of Commitment to Proposal declaring that the Proposer, if selected as the Preferred Proposer, agrees to be bound to the content of its Proposal; and

C. A notarized statement (such as a Board Resolution, Shareholder Resolution, Statement of the Chief Executive Officer(s) of the Proposer or its Members, or other comparable empowering documents) declaring that the individual signing the Letter of Commitment to the Proposal is genuinely empowered to bind the Proposer to the content of its Proposal.

#### **Section 4, Proposal:**

Provide an overview of the qualifying project including the conceptual design of any facility or a conceptual plan for the provision of services. The conceptual design for facilities, at a minimum, shall include concept renderings, a concept site plan, and elevations that collectively illustrate the location, size, and context of the qualifying project. The required renderings and drawings include:

A. Concept Plan:

- Concept Renderings: Provide a concept design (plan, computer aided model, aerial sketch, photomontage, etc.) that characterizes the context of the urban design of the qualifying project. The concept drawings shall clearly illustrate the relationship of the qualifying project to the

principle street and surrounding developments.

- **Concept Site Plan:** The site plan shall encompass the subject property and portions of contiguous parcels, include landscape and urban design concept(s). The site plan shall also indicate all major pedestrian entrances, all proposed outdoor areas; and the circulation plan showing how the qualifying project relates to public rights-of-way to and within the site, for walking, cycling, public transportation, and motor vehicles. Summarize the preliminary programming of facilities, including if any, the mix of uses, square footage(s), total parking spaces, parking allocations (shared or exclusive), and types of parking e.g. structured or surface.
- **Elevations:** Provide exterior building elevations, illustrating the massing, openings, and any related elements.

**B. Project Overview:**

The qualifying project overview, at a minimum, must include:

- Describe the proposed business arrangements (i.e. ground lease, build-to-suit, parking management agreements, etc.); and
- Describe the plan for the development, financing and operation of the qualifying project showing the anticipated schedule of which funds will be required; and
- Describe the implementation strategy for the qualifying project; and
- Provide a preliminary schedule including permits and approvals from any federal, state, or local agencies, to the extent such are required, and timing of any contemplated requests for federal, state or local resources, and the initiation, construction phasing, completion and opening of the qualifying project including major milestones and the proposed major responsibilities and timeline for activities to be performed by the COUNTY and the CONTRACTOR.

**C. Terms, Special Conditions, and Other Considerations:**

This Section is reserved for a description of any special conditions the proposal may offer to, or request from the COUNTY.

- **Terms:** State the terms offered for the qualifying project.
- **Contingencies:** State any contingencies or conditions requested by the

## CONTRACTOR.

### **Section 5, Project Analyses:**

In this Section include the project analyses that support the business case of the proposed project. The Project Analysis Section shall be categorized into four (4) sub-tabbed sections as follows: (1) location and site analysis, (2) marketing and competitive analysis, (3) construction schedule, and (4) political and legal analysis:

#### A. Location and Site Analysis:

- Describe how the proposed design of the improvements and the attributes of the site will generate maximum financial, economic, and social benefits; and
- List any public utility facilities that will be affected by the qualifying project and a statement of the plans to accommodate the affected facilities.

#### B. Market and Competitive Analysis:

- Provide a market study that supports the revenue assumptions and viability of the qualifying project. To indicate feasibility forecast the supply and demand relationship, including but not limited to demographic data, traffic counts, rent levels, and absorption rates. Include any supporting due diligence studies, analyses, or reports.

#### C. Construction Schedule:

- Provide a conceptual time line identifying all the stages of project development from design to completion of turn-key project.
- Provide a construction time line setting out the work schedule for the project from the design stage to project acceptance by the COUNTY.

#### D. Political and Legal Analysis:

- Explain how the qualifying project will be studied and reviewed pursuant to the California Environmental Quality Act (CEQA) process.
- List all permits and approvals required for the development and completion of the qualifying project from federal, state, or local agencies.
- Identify any federal, state or local resources that the CONTRACTOR contemplates requesting for the qualifying project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment, both one-time and on-going.

### **Section 6, Project Financing:**

#### A. Financial Analysis:

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- Explain the financing plan for the qualifying project including identifying the source(s) and amount of debt and equity to be used to capitalize the qualifying project, the relationships (e.g., outside lender, parent company, etc.).
- Provide the following information:
  - i. Loan commitment letters and contact information for funding sources;
  - ii. The sources and anticipated amounts of working capital to cover operating costs and to adequately maintain operations from the start-up through completion; and
- Letters from lending institutions, not more than three (3) months old that demonstrate the existence of liquid assets or suitable unencumbered lines of credit to carry out the predevelopment activities. Evidence of the CONTRACTOR's liquid assets or some acceptable form of equity shall be equal to the equity requirements of the prospective construction lender.
- Use of Federal, State or Local Funding: To the extent the CONTRACTOR has identified federal, state, or local funding sources; describe such sources.

B. Project Budget:

- Using standard estimating techniques provide a development budget detailing any anticipated land acquisition(s), the anticipated pre-development costs, and hard and soft costs from construction through occupancy.
- The budget should include cost estimates to pay for the relocation of any utility facilities, which will be displaced because of project development.

C. Proforma Financial Statements:

- Provide a discounted cash flow analysis, for the duration of the qualifying project, including but not limited to: estimates of costs, operating expenses, capital reserves including replacement and re-tenanting reserves, net operating income, debt service, partnership percentages, disposition benchmarks, and calculations of net present value, internal rate of return.
- Provide projected balance sheet, statement of losses and earnings, and income statement for the first year of operation.

D. Bond Requirements:

- Provide executed bond as required by the COUNTY's solicitation to proceed with review of proposal.

**Section 7, Community Impact:**

- A. State the community benefits, including the economic impact and tax revenues, the qualifying project will have on the COUNTY and City.
- B. Estimate the number of jobs to be generated for area residents and level of pay and fringe benefits of such jobs.
- C. Project the number and value of subcontracts generated for area subcontractors.

**Section 8, Miscellaneous:**

Use this Section to present additional information such as letters of recommendation, letters of interest from prospective lenders or tenants, additional information concerning the CONTRACTOR, and other information that supports the proposal.

**Section 9, Exceptions:**

Submit all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10700. Each Exception shall reference the page number and article number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

**Section 10, Appendix:**

**Appendices:** CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

9.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

- 9.2.1 Four (4) sets of the proposal package (one [1] original proposal marked “Original” plus three [3] copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10700”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 9.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.

*Gina Encallado  
Management Analyst  
RFP 10700 Old Jail Re-Use*

- 9.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 9.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 9.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 9.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

## 10.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 10.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10700 and CONTRACTOR’S COMPANY NAME.**
- 10.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 10.3 **Due Date:** Proposal packages must be received by the County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 10.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging, and other related shipping costs shall be borne by the shipper.
- 10.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly

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affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.

- 10.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 10.7 Compliance: Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 10.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

**11.0 SELECTION CRITERIA**

- 11.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 11.2 The selection criteria and point values are as follows:

CRITERIA	SCORING
	<b>Indicate Pass/Fail</b>
Cover letter including Contact Info and Firm Info	
Signature Page signed	
Addenda Acknowledgements (if any addenda were issued)	
Organizational Chart of Proposed Team	
	<b>Maximum points</b>
General Firm Information, Organization, Qualifications, Financial Capacity (Proposal Package Requirements sections 1-3)	<b>25</b>
Local Business Declaration (Attachment A)	<b>5</b>

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Proposal, Project Delivery, Analysis, Impacts (Proposal Package Requirements sections 4-8)	<b>70</b>
TOTAL	<b>100</b>

- 11.4 If the County determines, in its sole discretion, that none of the Proposals submitted are acceptable, the County reserves the right to reject all Proposals and terminate the procurement process.
- 11.5 The award resulting from this RFP will be made to the CONTRACTOR that submits a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 11.6 The award made from this RFP will be subject to approval by the County Board of Supervisors.

**12.0 PREFERENCE FOR LOCAL CONTRACTORS**

- 12.1 General Requirements: Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- 12.2 Rights of First Refusal: Each local supplier who is within five percent (5%) of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five (5) business days of the opening of bids, who is within five percent (5%) of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid; the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 12.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal, whether a local supplier submits the proposal or quotation.
- 12.4 Definitions: For this Section, the following terms have the meanings indicated:
  - 12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
  - 12.4.2 "Bid" includes any competitive bid, whether formal or informal.

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- 12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five (5) consecutive years.
- 12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.

12.5 Link to the County's Local Preference Policy:  
<http://www.co.monterey.ca.us/cao/pdfs/LocalPreferencePolicy.pdf>

### 13.0 CONTRACT AWARDS

- 13.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 13.2 Board of Supervisors: The award(s) made from this solicitation will be subject to approval by the County Board of Supervisors.
- 13.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 13.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 13.5 Notification: All CONTRACTORS who have submitted a Proposal or Qualifications Package will be notified of the final decision as soon as it has been determined.
- 13.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

### 14.0 SEQUENTIAL CONTRACT NEGOTIATION

- 14.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal Which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

## **15.0 AGREEMENT TO TERMS AND CONDITIONS**

- 15.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, like the “**SAMPLE AGREEMENT SECTION**” herein. Submittal of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Article herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submittal shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

## **16.0 COLLUSION**

- 16.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

## **17.0 RIGHTS TO PERTINENT MATERIALS**

- 17.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “**CONFIDENTIAL INFORMATION**” or “**PROPRIETARY INFORMATION**”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

## **SAMPLE AGREEMENT BETWEEN COUNTY OF MONTEREY AND CONTRACTOR**

*Gina Encallado  
Management Analyst  
RFP 10700 Old Jail Re-Use*

**The COUNTY OF MONTEREY SAMPLE AGREEMENT with all terms and conditions may be viewed at:**

<http://www.co.monterey.ca.us/admin/solicitcenter.htm> under RFP 10700.

*--End of Sample Agreement Section--*

*Gina Encallado  
Management Analyst  
RFP 10700 Old Jail Re-Use*

## ATTACHMENTS/EXHIBITS AND SIGNATURE PAGE

### ATTACHMENTS

- A: Local Business Declaration

### EXHIBITS

- A. Archaeological Resource Management - *Historical Evaluation of the Old Monterey County Jail*, 7-18-2000
- B. Carey & Co. - *Old Monterey County Jail Historical Monograph*, 6-28-2002
- C. Architectural Resources Group (ARG) - *Historic Restoration Evaluation of the Monterey County Jail*, 2-15-2008
- D. ARG – *Original 1931 Building Construction Monterey Old Jail*, 8-28-2007
- E. Page & Turnbull – *Adaptive Reuse Feasibility Study for Old Monterey County Jail*, 10-28-2014
- F. Additional Interior and Exterior Photos

**SIGNATURE PAGE**

COUNTY OF MONTEREY  
CONTRACTS/PURCHASING DIVISION

RFP #10700  
ISSUE DATE: December 13, 2018



RFP TITLE: OLD MONTEREY COUNTY JAIL ADAPTIVE REUSE

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY  
3:00 P.M., LOCAL TIME, ON THURSDAY, FEBRUARY 14, 2019

**MAILING ADDRESS:**  
COUNTY OF MONTEREY  
CONTRACTS/PURCHASING OFFICE  
1488 SCHILLING PLACE  
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO  
Gina Encallado, [EncalladoGL@CO.MONTEREY.CA.US](mailto:EncalladoGL@CO.MONTEREY.CA.US), (831) 796-1336

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

ALL REQUIRED CONTENT AS DEFINED PER ARTICLE 9 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.  
**Proposals submitted without this page will be deemed non-responsive.**

**CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

License No. (If applicable): \_\_\_\_\_

License Classification (If applicable): \_\_\_\_\_

*Gina Encallado  
Management Analyst  
RFP 10700 Old Jail Re-Use*

**ATTACHMENTS**

**ATTACHMENT A ~ LOCAL BUSINESS DECLARATION FORM**

**COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM**

If a business entity is claiming to be a “Local Vendor” as defined by the “Monterey County Local Preference Policy”, adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of “Local Vendor” as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: <http://www.co.monterey.ca.us/admin/pdfs/LocalPreferencePolicy082912.pdf>

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of “local vendor” as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal or qualifications package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one in order for a business to be considered local):

It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as “Area”; and

It employs at least one (1) full time employee within the “Area”, or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the “Area”; and

Its business has been in existence, in its current name, within the “Area” for at least two (2) years immediately prior to the issuance of either a request for proposals or request for qualifications or request for quotations for the County; and

It is a newly established business which is owned by an individual(s) formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note; If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the “Area” and evidencing that payment of the local share of the sales tax goes to either a city within the “Area” or to one (1) of the three (3) counties within the defined “Area”

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**On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.**

***Business Legal Name (and Dba name if any):***

---

***Business Address:***

---

***City:*** \_\_\_\_\_ ***State:*** \_\_\_\_\_ ***Zip Code:*** \_\_\_\_\_

***Signature of Authorized Representative:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

---

***Title of Authorized Representative:***

---

***Telephone Number:*** (\_\_\_\_) \_\_\_\_\_ ***E-Mail:*** \_\_\_\_\_

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**This form must be submitted within a bidder's proposal or qualifications package in order for the County to apply the applicable local preference.**

**Bidders who do not qualify as a local business as per the policy should not submit this form.**

End Attachment A

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RFP 10700 Old Jail Re-Use*

**EXHIBITS A through G**