



REQUEST FOR QUALIFICATIONS

San Francisco Bay Area Land

Solano360 Mixed-Use Site

Vallejo, California

149 Acres - 1.7M sq. ft. Approved Specific Plan

I-80 and CA-37 Frontage



SUMMARY

Opportunity: The overall Site consists of 149.1 acres. Solano County (“County”) owns the Site and intends to retain approximately 37.4 acres for development of a “Fair of the Future” and Transit Center. The County and the City of Vallejo (“City”) (together, the “Agencies”) are inviting qualified development entities to submit qualifications and propose a conceptual plan to develop the remaining 111.7 acres of the Site with an iconic region-serving public entertainment destination and private mixed-use development, integrated with a revitalized Fair of the Future on the retained acreage, pursuant an adopted **Specific Plan**, the Agencies’ existing **Development Agreement**, and a long-term lease and Disposition and Development Agreement with the County.

CAPACITY AND USE

Entitled and CEQA approved for 149 acres of Fairgrounds, entertainment commercial, housing, and other mixed-use with a potential to include high-density housing. The Agencies may consider other sustainable, revenue-producing and job-generating uses.

FINANCIAL REQUIREMENTS

Proposers must be able to demonstrate the ability to develop the site, make substantial infrastructure improvements to the site, address or mitigate impacts of development, pay any required assessments to the County, City and special districts and operate and maintain a high quality development.

LOCATION

Solano360 (the “Site”) is located in the City of Vallejo, Solano County, California, thirty miles north of San Francisco. The Site is the location of the Solano County Fairgrounds, bounded by Interstate 80 to the east, State Route 37 to the north, Fairgrounds Drive to the west and Coach Lane to the south. The Site has high visibility and easy access to the greater San Francisco Bay and Sacramento areas.

SELECTION PROCESS

The selection process will consist of two phases. Phase 1 includes this Request for Qualifications, in which development entities are invited to submit a statement of qualifications and a conceptual plan, and from which the Agencies may select a short list of development entities to submit a more detailed proposal in response to a subsequent Phase 2 Request for Proposals.

In Phase 2, those development entities with the most relevant experience will be encouraged to propose and present a more detailed land use plan, business terms, financial pro forma, financing plan, financial capacity, project schedule and other information. Following the evaluation of proposals in Phase 2, the Agencies will select a development entity with whom to enter into an Exclusive Right to Negotiate Agreement. Recommendations of proposer(s) to be selected for exclusive negotiations may be forwarded to the Solano County Board of Supervisors and Vallejo City Council at any time for their independent review and action.

Submittals Accepted Until January 9, 2020 at 5:00pm PDT

Contact: James Bezek, General Services Assistant Director, 707-784-2718, jmbezek@solanocounty.com

TABLE OF CONTENTS

Introduction	4
Objectives	6
Location and Site Conditions	7
Solano360 Specific Plan	9
Developer Responsibilities	11
Opportunity	12
Incentives	17
Submittal Requirements	19
Evaluation & Selection Process	22
Appendices	24
A. Supporting Information	25
B. Standard Terms of Contract	26
C. Contact	31

INTRODUCTION

Solano County (“County”) owns the 149.1 acre property (“Site”) located in the City of Vallejo (“City”), California. The County has land use and permitting authority over the public development on the Site while the City retains such authority over private development on the Site.

The Site has been used as a County Fairground since 1949, as well as for overflow parking for the adjacent Six Flags Discovery Kingdom. Recognizing that the County Fair no longer requires the entire Site for fair purposes, the County and City (the “Agencies”) jointly approved a Solano360 Specific Plan in 2013 (“Specific Plan”) to develop a long-term framework for redevelopment of the Site, which is also governed by a Development Agreement between the Agencies. The Specific Plan offers a unique opportunity with land use approvals and environmental clearances already in place. While the **Specific Plan** is the guiding land use document, it is a flexible guide and the Agencies recognize that development of the property must be based on market conditions and must meet investment-backed expectations.

Important Agency goals include a land use development plan that is market-based, that can be supported and approved by the Agencies, and that generates revenues that will contribute to the redevelopment of the County Fairgrounds portion of the Site.

The vision for the Solano360 project and **Specific Plan** supports private mixed-use development of most of the Site (“Private Purpose Area”) integrated with the revitalization of the remaining smaller County Fairgrounds portion of the Site (“Public Purpose Area”).

The **Specific Plan** proposes a mix of region-serving entertainment and amusement attractions, along with complementary restaurant, retail, commercial and other uses. Details regarding the **Specific Plan** and supporting documents can be found later in this document.

This Request for Qualifications (“RFQ”) is being issued jointly by the Agencies to invite statements of qualifications from development entities interested in investing in the Private Use Area.

The submittal requirements and selection process are discussed on page 19 of this RFQ. The RFQ can be viewed at www.solanocounty.com/solano360/rfq.asp

Schedule

Request for Qualifications Issued:	November 15, 2019
Pre-Submittal Conference and Site Visit at Fair Grounds Admin Building	
10:00am:	December 03, 2019
Issuance of Addenda and Response to Comment	December 17, 2019
Submittal Due Date:	January 09, 2020
Approval of Short List Finalists –	Tentative – January 23, 2020





"Nowhere else are you going to find a city that's so strategically located, close to all the major cities in the area: San Francisco, the Napa Valley, and everywhere beyond. This is a great place to live, to work, and to thrive."

**Dr. Celia Esposito-Noy
Superintendent/President
Solano Community College**

OBJECTIVES

The Site is comprised of approximately 149.1 acres. The Agencies are working collaboratively to solicit qualifications and a conceptual plan for the development of approximately 111.7 acres of the Site. The offered acreage includes the areas designated as Private Purpose Areas, Shared Parking Area, Creek Park, Fairgrounds Channel and Major Roads in the Specific Plan. Approximately 37.4 acres designated as Fair and Transit/North Parking in the **Specific Plan** are not included in the available acreage, although minor acreage modifications and right-of-way alignments to facilitate logical development of the Site may be considered.

The Agencies overarching objective is to secure a private sector partner to invest in and develop the Solano360 Project in a way that is financially viable for the private sector partner, while facilitating the following Specific Plan guiding principles:

- Create jobs, generate revenues and ensure long-term economic sustainability for Solano County and the City of Vallejo.
- Establish a unique place with an unmistakable identity that serves as an economic hub as well as a pedestrian-friendly, community gathering place
- Explore a mix of complementary land uses, including retail, commercial, hospitality, recreational, high-density residential, family and youth oriented, educational and civic uses
- Explore increased physical connectivity and synergy that is compatible with surrounding uses and existing commercial operations
- Provide pedestrian bicycle, vehicular and transit facilities that foster access to, from and within the site
- Incorporate sustainable and green principles in all aspects of the development

The Agencies seek submittals that document and support the qualifications of development entities to successfully implement their conceptual plans.

As the owner of the property, it is the County's intention to enter into a Disposition and Development Agreement (DDA) with a development partner that may include a long-term ground lease or other form of disposition of the land . Future negotiations will include the City's participation to resolve any potential title discrepancies, or other development issues, in order to facilitate a superior project.

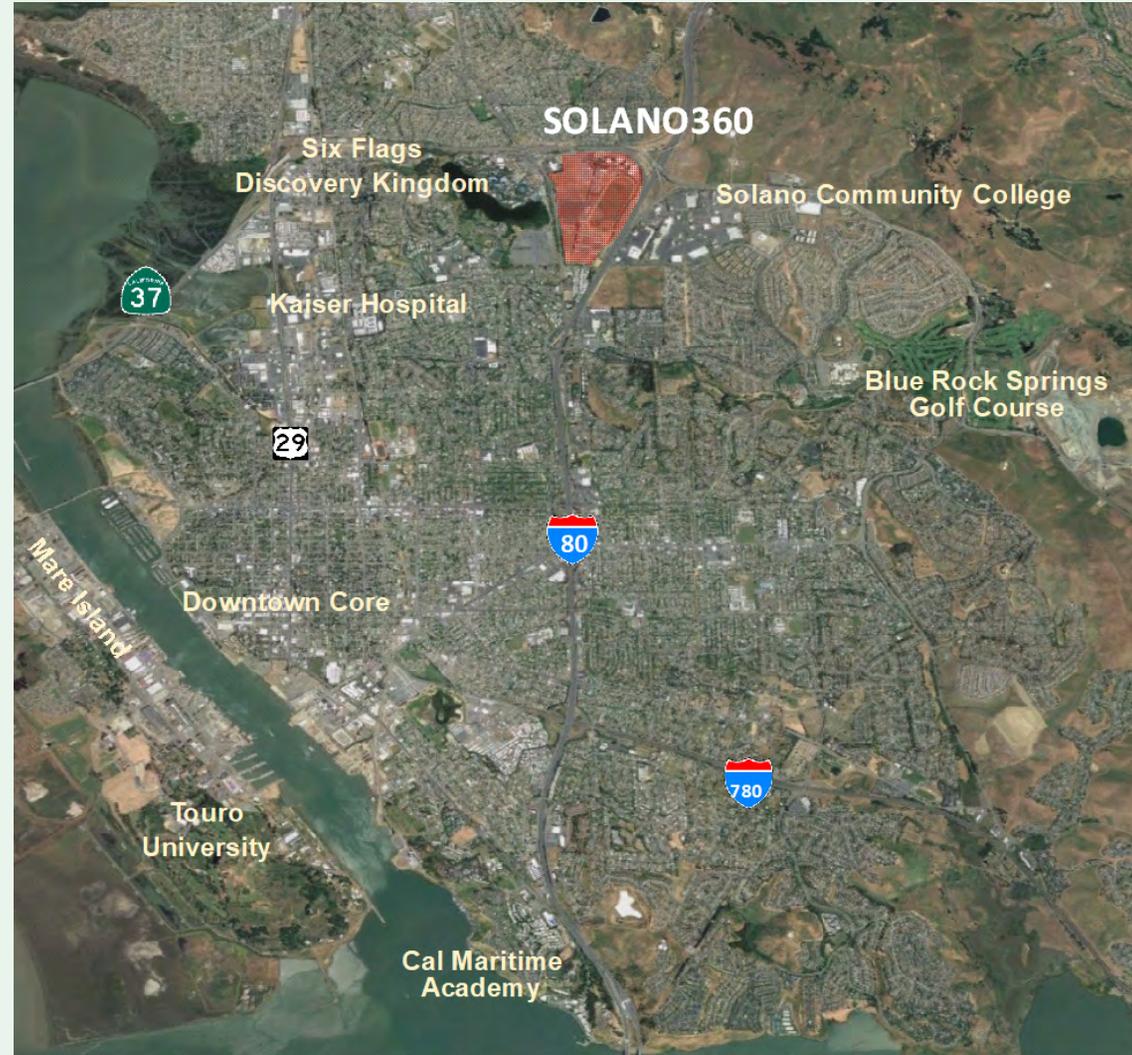
SOLANO360 LOCATION & SITE CONDITIONS ⁷

Location

Solano360 is bounded by Interstate 80 (I-80) to the east, State Route 37 (SR-37) to the north, Six Flags Discovery Kingdom to the west and Coach Lane to the south. Approximately 265,000 cars pass the Site each day on the I-80/SR-37 freeway system, providing high visibility and easy access to the greater San Francisco Bay and Sacramento areas. The presence of Six Flags Discovery Kingdom, the County Fairgrounds and existing hotel uses have established the Site as a well-known venue for entertainment and special events within the region. The entirety of the Site lies within the boundaries of the City of Vallejo.

Access from the freeway to the local street network serving the Site is provided by two existing interchanges: the SR-37 / Fairgrounds Drive interchange provides the closest and most visible access to the Site via Fairgrounds Drive; the I-80 / Redwood Parkway interchange provides additional access to the Site via Redwood Parkway and Fairgrounds Drive. Existing intersections on Fairgrounds Drive provide direct access to the Site.

The Site ranges in elevation from approximately 106 feet above mean sea level in the northeast area to 83 feet in the southwest area, with a gentle slope from northeast to southwest.





OWNERSHIP

The Site is owned by the County. A 27-acre “Handlery Parcel” is limited by a deed restriction that requires that parcel to be used for fair, recreational, and other related purposes, and as such was classified as a Public Purpose Area in the Specific Plan. However, this parcel is offered as part of the 111.7 acres, as it may be used for purposes which generate revenues that can be used for the benefit of the Fair (such as lease and parking revenue) or other uses consistent with the Specific Plan.

ENTITLEMENT STATUS

The Site has an approved [City General Plan](#) designation, approved [Specific Plan](#), approved zoning for entertainment mixed use and entertainment commercial use, a [Certified Environmental Impact Report](#) and an approved [Mitigation Monitoring and Reporting Program](#). The County and City have executed a [Development Agreement](#) vesting entitlements and rights for development of the Private Purpose areas.

EXISTING BUILDINGS

Most of the buildings and structures on the 111.7 acres have been demolished by the County, and the County and/or the developer will demolish any remaining buildings and structures.

INFRASTRUCTURE CONDITIONS

The Site requires significant infrastructure improvements and investment and should be considered to be “raw land” with construction of onsite and offsite infrastructure improvements required to accommodate proposed development within the Site. Infrastructure conditions are presented in the [Chapter 6 of the Solano360 Specific Plan](#).

GEOTECHNICAL CONDITIONS

[Preliminary geotechnical studies](#) have determined that undocumented fills and soft compressible materials exist within the Site. The fill is associated with the partial filling of Lake Chabot, which previously extended from its existing eastern bank to the west side of the previously situated Fairgrounds racetrack. The fill may require remedial grading.

Additional geotechnical studies to determine the extent and condition of the fill and the required remediation may be required in future design phases of development. Commercial development may be supported by structures ranging from shallow foundations with slab-on-grade pads to driven pile foundations.

WATERSHED

The Site is located within a 4,600+ acre watershed identified in the Vallejo Flood and Wastewater District (“VFW”) master plan as the Lake Chabot watershed. Drainage systems from approximately 3,300 acres of the watershed converge on the Site and discharge into the “Fairgrounds Channel”. Major drainage components include four creeks (North, Central and South Rindler Creek and Blue Rock Springs), a manmade open channel (Fairgrounds Channel) and Lake Chabot.

The **Specific Plan** is a product of a joint effort by the Agencies and the Solano County Fair Association to develop a flexible, long-term framework for redevelopment.

The **Specific Plan** provides a flexible guide for land use, infrastructure improvements, public and private investments, and long-term, phased revitalization. In addition, the plan ensures consistency with the City of Vallejo General Plan, which provides the basis for environmental review and subsequent entitlements, and supports County and City future actions as follows:

County of Solano: The Specific Plan defines Public Purpose Areas to include a new “Fair of the Future”, an iconic, landmark destination that renews the 63-year heritage of the Solano County Fair, along with associated parking and transit facilities. Public Purpose Areas are exempt from the City’s land use authority. However, it is the Agencies’ intent to coordinate the private development in the Private Purpose Areas with the Public Purpose Areas, including the deed restricted area (Handlery Parcel) and to have the Specific Plan areas designated as Shared Parking, Major Roads, Creek Park and Fairgrounds Channel developed by the private development partner at the same time as the Private Purpose Areas.

A high priority is that development of the Private Purpose Areas will generate revenue to fund the redevelopment of the Fair of the Future on the remaining Public Purpose Area parcels.

City of Vallejo: The Specific Plan serves as a Specific Plan and Master Plan that satisfies the requirements under the Vallejo Municipal Code. The Specific Plan provides flexible planning and design provisions for mixed-use development to be undertaken for private purposes, subject to the City’s land use authority. Private Purpose Areas are subject to the City’s land use authority.

Land Uses

The Specific Plan envisions that the Site would develop with a mix of region-serving entertainment uses along with complementary restaurant, retail and hospitality uses, that complement the existing Solano County Fairgrounds and the adjacent Six Flags Discovery Kingdom facility. However, as a flexible plan, it allows other uses as well.

Permitted uses described in the Specific Plan include:

- Amusement park recreation
- Amusement park retail
- Specialty entertainment retail
- Eating establishments
- Specialty retail stores
- Outlet retail stores
- Entertainment, including theaters, amusement centers and indoor and outdoor participant sports facilities
- Commercial offices (up to 220,000 square feet, substituting for entertainment mixed use uses)
- Surface or structured parking
- Photovoltaic arrays or other energy-generating facilities
- Other compatible uses

Uses allowed with a Conditional Use Permit include:

- Hotels and motels and bed and breakfast inns
- Wholesale trade
- Amphitheaters
- Up to fifty housing units (see also: “Use Concepts that Differ from the Specific Plan”, below)

For a complete list of uses – see the [Solano360 Specific Plan](#)

Use Concepts that Differ from the Specific Plan

As established now, the Specific Plan allows for significant flexibility. Alternative uses that would require an amendment to the Specific Plan and require additional environmental review/approvals may be considered, provided the uses meet the fundamental objectives of the Specific Plan.

The Agencies have the discretion to determine if alternative uses are substantially: (1) consistent with the intent of the Specific Plan, and (2) compatible with the other uses within the area. The Agencies may consider other uses not listed in the Specific Plan, subject also to any additional environmental analyses that may be required. For example, mixed use with high-density multi-family housing units above the 50 units already allowed with a Conditional Use Permit, or, clean technology-oriented light industry may be considered. Density may also be transferred between areas of the **Specific Plan** that are consistent with the **City of Vallejo's General Plan**.

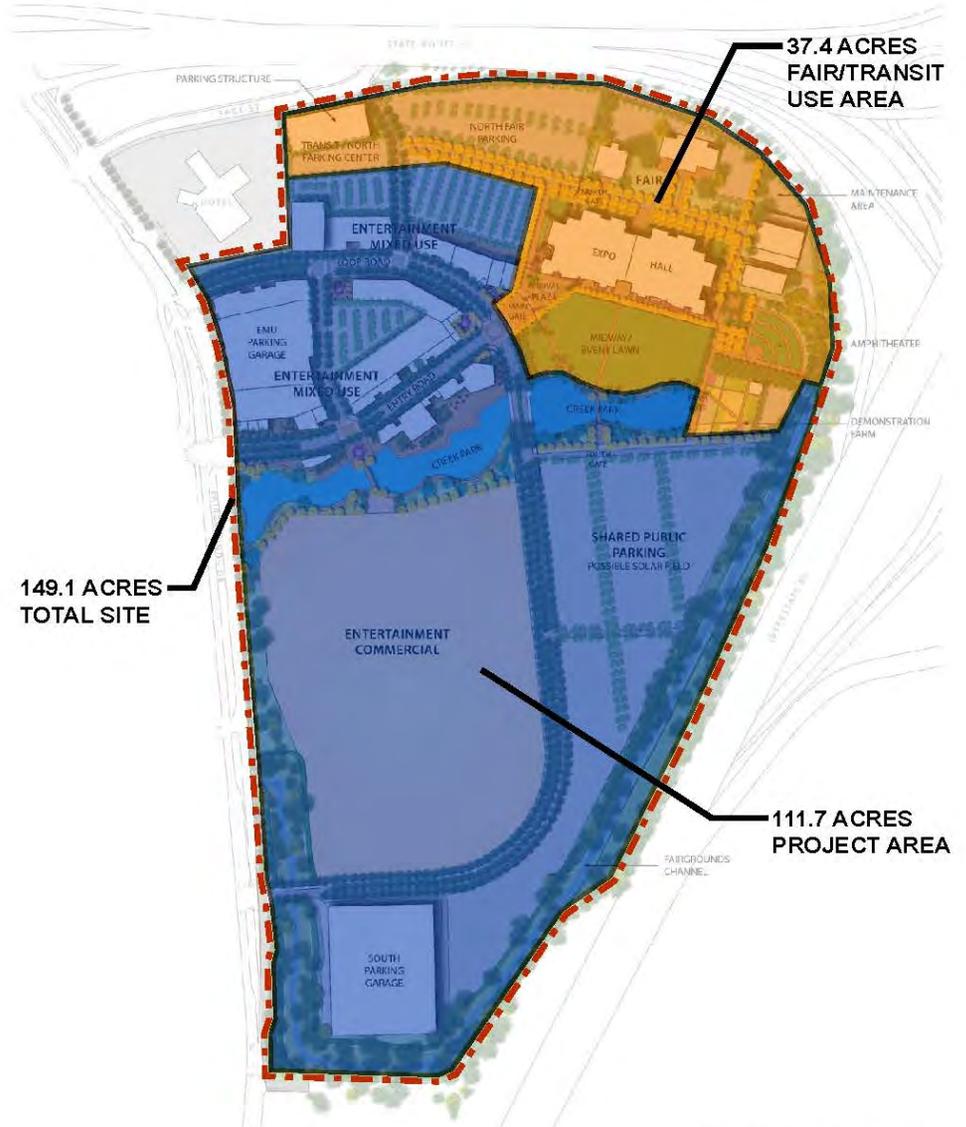
Alternative uses suggested below that are not all inclusive and not limited to, that the County and City would likely not consider include:

- Single-family residential
- Recreational vehicle sales and/or storage
- New or used automobile sales
- Heavy manufacturing
- Hospital (although medical and professional offices may be considered)
- Warehouse storage and distribution

Future Amendments

The Agencies are open to responses to this offering that would require an amendment to the Specific Plan, provided the response meets the fundamental objectives of sustainable job-generating uses and fiscal benefits to the Agencies.

Solano360 Specific Plan



DEVELOPER RESPONSIBILITIES

While selection of the development partner will occur at the conclusion of Phase 2, interested development entities should be aware of the following Agency expectations:

The selected development entity will enter into an Exclusive Right to Negotiate Agreement (“ERN”) for a defined period of time, during which the parties will negotiate the terms for property lease, other possible property disposition agreements, development plans, development sequencing and timing, business terms and other matters. Entering into an ERN will require the selected developer to also enter into a reimbursement agreement, reimbursing the Agencies for out-of-pocket costs related to the review and approval of the development entities proposal, as well as any modifications to the Specific Plan, and other costs to be negotiated.

- The selected developer will be responsible for conducting its own market and financial feasibility research.
- The selected developer will be responsible for designing and implementing plans that are consistent with the Specific Plan. Proposing and processing amendments to the Specific Plan and any associated environmental review will be the responsibility of the selected developer. Any amendments will be subject to the City’s review and approval for consistency with the City’s General Plan.
- The Site should be considered to be “raw land” that requires all typical infrastructure and utility improvements. The selected developer will be responsible for the design, construction and financing of all common infrastructure and utility improvements serving the entire Site.
- The City or County, at their sole discretion, may consider a request by the selected developer to form a community facilities district or other land-based financing mechanism, with debt service payable by liens on benefiting parcels to cover infrastructure costs.
- The development of the Site is subject to jurisdiction by several agencies, including but not limited to the United States Fish and Wildlife Service, United States Corps of Engineers, California Department of Fish and Game, California Department of Transportation, San Francisco Regional Water Quality Control Board, Bay Area Air Quality Management District and Vallejo Flood and Wastewater District. The selected developer, with the assistance of the Agencies, will secure any required approvals from these agencies.

The Site offers a unique opportunity for a new center of employment : high economic growth and development, logistical connectivity to the rest of the SF Bay Area with 20-40% lower operating costs, and proximity to one of the nation’s largest talent pools.

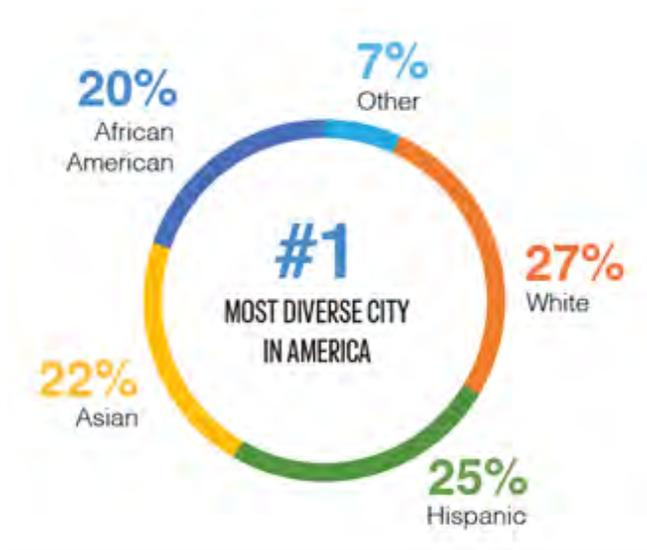
More businesses and employers are choosing Solano County and Vallejo because of their location and workforce. Solano County’s gross product growth after inflation in 2018 was higher than the national average.

Community

Uniquely situated in the San Francisco Bay Area, Vallejo’s beauty is its ability to connect its people to the best of California: superb weather, accessibility to the region’s recreation and entertainment, a waterfront experience, space to expand affordable living and social activity.

Vallejo is the most diverse City in America, with a nearly even demographic mix of African American, Hispanic/Latino, Asian and White. More than 27% of Vallejoans were born outside of the U.S., an essential ingredient of America’s strength and tradition.

Vallejo is a connected community offering an exceptional quality of life in one of the country’s premier locations, with a little something for everyone.



The New York Times

“[Vallejo] is the rare place where Black, White, Asian and Hispanic people not only coexist in nearly equal numbers, but actually connect”

—New York Times,
Nov. 24, 2017



BAY AREA LABOR FORCE

4.2 MILLION+

343,000

PROFESSIONAL, SCIENTIFIC & TECHNICAL SERVICE WORKERS

with an average annual salary of

\$137,000

Each year, area universities graduate thousand of students with critical undergraduate and graduate degrees:

- 9,700 Business, Marketing, and related programs
- 4,600 Engineering
- 2,200 Communications and Journalism
- 2,000 Education
- 1,900 Computer and Information Sciences
- 1,400 Mathematics & Statistics



THE CITY OF VALLEJO WORKFORCE

61,000+

with a median household income of

\$57,000



CAL MARITIME



61

COLLEGES & UNIVERSITIES

within a 50 mile radius of Vallejo

including some of the most prestigious US institutions:

- University of California, Berkeley
- Stanford University
- University of California, Davis
- San Jose State University
- California State University East Bay
- San Francisco State University
- University of California, San Francisco

\$3.6 BILLION

RESEARCH & DEVELOPMENT EXPENDITURES

one of the highest concentrations of R&D investment in the nation



TOURO UNIVERSITY
CALIFORNIA



A Public-Private Partnership between the City and Inyo Networks Inc., VallejoNet utilizes an extensive City fiber optic Network to provide gigabit internet services to businesses at unparalleled rates.

The diverse and robust network that has been used for years by the City's police and fire communications networks, now provides secure, retail connectivity for any business subscriber.

VallejoNET currently has a 10 Gbps capacity with the ability to immediately increase speeds in excess of 100 Gbps to meet any customer's requirements.

Rates are as much as 1/5 of incumbent rates.

33% of gross revenues generated through the City's fiber network are reinvested into the City's fiber and technology infrastructure.

The City focuses on expanding public benefits, such as express traffic corridors, real-time public transit situations, public safety cameras, and SMART utilities.

Fiber connectivity is also available in Vallejo through traditional incumbents (AT&T, Comcast/Xfinity, Sonic, Wave).

Housing

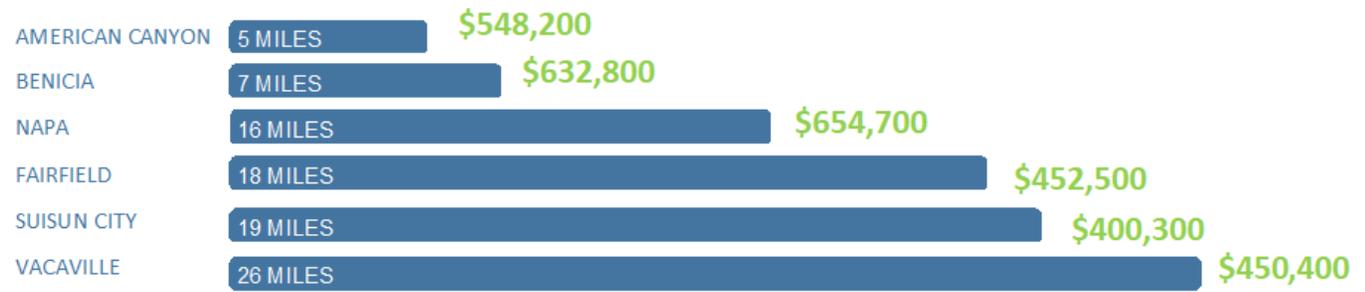
Vallejo is one of the few locations with affordable housing in the San Francisco Bay Area.

Vallejo median home values are \$432,000 and rents are \$1390.

Due in part to its proximity, weather and affordability, Vallejo has been among the hottest housing markets in the U.S. for the past several years.

Unlike many of its Bay Area neighbors, Vallejo and its surrounding communities in Solano county still have room to expand. The City of Vallejo currently has 2000+ units of residential development in the pipeline.

The area provides a breadth of housing options, including single-family, condos, townhomes, apartments and mixed-uses.



INCENTIVES

STATE OF CALIFORNIA



CALIFORNIA COMPETES TAX CREDIT
Negotiated income tax credit up to \$40 million annually for five years (\$200 million total). Credit can be carried forward 6 years or assigned to an affiliated corporation.



EMPLOYMENT TRAINING PANEL (ETP)
Provides up to \$10 million annually for 10 years (\$100 million total) to offset the costs of job training for firms competing in the global economy.



NEW EMPLOYMENT CREDIT
35% of qualified wages up to 350% of minimum wage; expires in 2021



CALIFORNIA RESEARCH TAX CREDIT
15% of the excess of qualified research expenses + 24% of the basic research payments – no limit on value.



SALES & USE TAX EXEMPTION FOR MANUFACTURING AND R&D EQUIPMENT PURCHASES
3.9375% on qualified purchases



SOLAR ENERGY SYSTEM EXCLUSION PROPERTY TAX ABATEMENT
1% statewide + any local add-on, no limit



FILM & TELEVISION TAX CREDIT PROGRAM 2.0
Up to \$25 million tax credit for relocating TV series
Up to \$2.5 million tax credit for Independent Film production
Up to \$20 million tax credit for feature films, new TV series



MORE THAN 20 ADDITIONAL EXEMPTIONS FROM THE STATE'S PORTION OF THE SALES AND USE TAX

TOTAL ESTIMATED VALUE OF STATE INCENTIVES:

\$347 MILLION in income, property and sales tax credits

+ Additional tax credits based on percentage of expenses



Expedited judicial review of any environmental (CEQA) challenges through Jobs & Economic Improvement through Environmental Leadership Act of 2011 (AB 900)



\$37M
annual investment for workforce housing



\$250M
annual investment to mitigate traffic congestion on San Francisco Bay Area highways



\$1 BILLION
annually from cap and trade revenues invested in programs and infrastructure that reduce greenhouse emissions

Not all listed incentives may be applicable for this project

Development of the Site is a high priority for the Agencies. In addition to the approvals that are already in place for the Site, the Agencies offer the following support toward realizing the development of the Site:

City of Vallejo

- The City has a new General Plan and streamlined permit processing.
- Vallejo's streamlined permitting process and dedicated permit task force assist developers and businesses on project plans and environmental analyses.
- The City offers a dedicated project manager who will expedite all permitting and plan reviews, as well as streamline entitlement processes.
- **Potential Priority Development Areas** (PDA) incentives: PDA grant funding for plans that result in intensified land uses around public transit hubs and bus and rail corridors may be available.
- Financing options – upon request by a developer, the City may consider creating a community facility district or other land-based financing mechanism to finance infrastructure improvement costs, subject to Site property liens paying debt service on bonds.

Solano County

- This project is coordinated directly by the County Administrator's Office, reflecting the County's priority for development of the property and implementation of the Solano360 goals.
- Financing options – similar to the City - upon request by a developer, the County may consider creating a community facility district or other land-based mechanism to finance infrastructure improvement costs, subject to Site property liens paying debt service on bonds.
- The County will work with the selected developer to agree upon lease terms and rates that reflect the developer's investment.

Solano Economic Development Corporation

- Solano Economic Development Corporation works closely with area employers to provide additional incentives and assistance, including through the Workforce Development Board, providing employee recruitment, job fairs, application screening and on-the-job training program reimbursement.

SUBMITTAL REQUIREMENTS

Phase 1 of the selection process includes this Request for Qualifications, in which prospective development entities may submit a Statement of Qualifications and a conceptual plan.

A second phase will occur subsequently, in which a short list of development entities may be invited to submit a more detailed proposal in response to a Request for Proposals. In Phase 2, development entities may be invited required to submit a proposed land use plan, business terms, financial pro forma, financing plan, project schedule and other information.

Following the evaluation of proposals in Phase 2, the Agencies will select one development entity with whom to enter into an Exclusive Right to Negotiate (ERN) Agreement.

The Agencies invite the submittal of a Statement of Qualifications in response to this Phase 1 RFQ, supported by a conceptual plan. No price proposal or terms are requested at this time, nor will any such information be considered or evaluated at this stage in the process. The Agencies seek submittals from development entities with the demonstrated capacity and creativity to develop the Private Purpose Area of the Site and deliver the County and the City's goals for Solano360.

The Agencies strongly encourage proposers to visit the Site, to observe existing current conditions, surrounding neighborhoods and commercial industries, and to review the Specific Plan.

Responsive submittals must include the following seven (7) components, which are more completely described below:

- Transmittal Letter
- Executive Summary for Public Review
- Statement of Qualifications
- Narrative General Project Concept for Solano360
- Discussion of Extraordinary Entitlement Process (if relevant)
- References
- Confidential Financial Submittal

Submittal Formatting

- Printed on 8½" x 11" paper, double-sided & numbered.
- The submittals will be evaluated on the basis of content, not length. Brevity is strongly encouraged.
- Tab dividers/section dividers are encouraged.
- Submittals should be bound or enclosed in a binder.

Submittal Packages

Completed submittal packages must include:

- Five (5) hard copies of the bound package including Items 1 to 6
- One (1) copy of a sealed, confidential financial submission (Item 7)
- One (1) electronic version of all material on a USB flash drive in PDF format

Deadline

Responses to this RFQ must be received by the County by 5:00pm (PDT) on January 9, 2020

Submittal Receiver

Responses must be delivered to the following address:

**Clerk of the Board
County of Solano
675 Texas Street, Suite 6500
Fairfield, CA 94533
Attn: James Bezek, Assistant Director, General Services**

Respondents are not to provide submittals directly to any other Agency staff or elected officials.

1) Transmittal Letter

Submittals must include a letter acknowledging the respondent's understanding of the terms of this RFQ and receipt of any and all amendments to the RFQ that may be issued. The letter must be signed by a respondent representative who has the authority to legally bind the respondent to enter into an agreement with the County and City. The letter should be addressed to:

James Bezek, Assistant Director of General Services
General Services Department
675 Texas Street, Suite 6500
Fairfield, CA 94533

2) Executive Summary for Public Review

In three to five pages, summarize the submittal for public review, including:

- Proposed development entity.
- Proposer qualifications, including similar projects undertaken and completed by principal members of the development team.
- Concept for development of the Private Purpose Area including a description of the types of land uses and other information that reflects the proposer's development concept.
- Plans to create sustainable jobs for County and City residents and opportunities for local businesses to compete for and participate in project design, development and operations.
- How the proposed land uses will meet the Agencies, objectives for Solano360.
- Explain why the development team is best suited for this project.

This summary may be posted on the Agencies web sites to inform the public during the selection process.

3) Statement of Qualifications

The Statement of Qualifications should demonstrate the capability of realizing the development concept proposed for the Site.

Developer

20

a) Development Team Description

- Description of the firm/organization that is submitting the proposal.
- Indicate whether the development team is a single entity, a joint venture, corporation or a partnership with prime/subcontracting relationships.
- Team organization and what roles will be played by each team member.
- Letters of Support/Interest/Commitment from Commercial Retail Entertainment Commercial, Employer and/or Housing Interest Partners that indicates commitment to the project.
- Prior working relationships between the lead developer and each team member, focusing on successfully completed past projects.
- Resumes for all key personnel, including years of experience, projects, and other relevant information.

b) Developer Experience/Past Projects

Describe the development team's experience with comparable developments, including details for each project based on the information listed below. Provide information on at least three projects and no more than five.

- Location and name of project.
- Description of the role of the development entity.
- Timeline from conception of the project completion.
- Total development scope and size (including commercial component uses and infrastructure improvements, if applicable).
- Overall project cost.
- The amounts of debt and equity funds used to finance the project. Identify any local, state and/or federal funding sources used to fund project costs.
- Description of the involvement of public agencies and the role of the jurisdiction or agency in which the project was constructed.
- Description of any community outreach and public participation processes.

4) Narrative Concept for Solano360

The Agencies are interested in an RFQ response that will lead to a market-based development project and a creative vision that meets the County and City's objectives. Expanding upon the Executive Summary for Public Review (#2, above), address the points listed below in a concept plan narrative description for the Site:

- Describe in general terms the scale and type of development and how the development will relate to Solano360 and the City as a whole.
- Describe the general allocation of land uses (e.g. retail, lodging entertainment, office, residential and other uses), including the estimated range of acreage desired for each use.
- Identify any potential uses or users and market rationale.
- Characterize (but not quantify) the fiscal benefits to the County and City to support public agency services to the Solano360 area, as well as revenue to support revitalization of the County Fair of the Future.
- Letters of support, interest or commitment (if available) from commercial, retail, entertainment commercial, housing or other parties that indicate interest in the project.

5) Discussion of Extraordinary Entitlement Process (if applicable)

If the development concept includes elements that are not contemplated in the Specific Plan, describe those elements and why they are proposed, either from a market perspective and/or as an alternative that meets the Agencies' goals.

6) References

Provide up to three references for previous projects of a similar size and scope, including name, title, organization, telephone number and email address, and, brief description of the project.

7) Confidential Financial Submittal

Provide a statement of the entity's financial resources and fiscal capacity sufficient to undertake and successfully complete a project of the scale envisioned. This information will be kept confidential, provided it is appropriately identified in a sealed envelope marked "Confidential". Include all confidential information in an Appendix to the submittal that is referenced in the main body of the submittal. Financial disclosures should include, but are not limited to:

- Ability to provide necessary capital to fund pre-development costs.
- Ability to secure construction and permanent loan financing.
- Ability to provide equity capital.
- Ability to provide funding for ongoing operations, including maintenance and reserves.

Additional financial information may be required during Phase 2.

Reservations

The Agencies reserve the right to request clarification or additional information from individual respondents, and to request that some or all respondents make presentations to staff, the Board of Supervisors, City Council, community groups and/or other interested parties.

Proposers should not contact any elected official or the Agencies' staff not identified by name in this RFQ with regard to any proposal, concept or other issue related to this RFQ, unless specifically authorized by Agencies staff already identified by name in this RFQ.

The Agencies intend to select a short list of development entities to submit a more detailed proposal in response to a subsequent Phase 2 Request for Proposals. In Phase 2, development entities with the most relevant experience will be asked to present a more detailed land use plan, business terms, financial pro forma, financing plan, financial capability, project schedule and other information. Phase 2 may also include interviews with the proposer team (if the Agencies elect to hold such interviews), public input and comment, and other relevant processes.

The Agencies will consider selection of the short list to enter into Phase 2 of the process. The Agencies are the sole decision-makers regarding this selection. The Agencies reserve the right to reject any or all submittals or to terminate this process at any time.

Following the evaluation of proposals in Phase 2, the Agencies will select one development entity with whom to enter into an Exclusive Right to Negotiate (ERN) Agreement

The Agencies reserve the right to enter into exclusive negotiations with one or more proposers during the RFQ period without entering into Phase 2 and/or make an award without further clarification of submittals received.

Evaluation

The Agencies' staff will review all timely submittals to determine whether they are complete and responsive to the requirements of this RFQ. Only submittals that are complete, responsive and meet the minimum qualifications will be evaluated and considered.

Minimum qualifications:

- A minimum of 5 years' experience by the team principals.
- Successful completion of projects of similar size and scope.
- Ability to finance the project.

Submittals received will be broadly reviewed under the following parameters:

- Will the conceptual plan achieve the Agencies' objectives of economic and fiscal benefits?
- What is the likelihood of success of the project concept?
- Timeframe for completion of the project?
- Does the proposer have the financial capacity to undertake the project proposed?
- Has the proposer successfully completed projects similar to Solano360 ?
- Has the proposer demonstrated the ability to beneficially partner with the public sector in its past projects?

Evaluation Criteria

Submittals will be evaluated and scored based on the following criteria:

Background, Project history and Team Qualifications	Respondent’s existing partnerships, legal status, and relationships that would enable the entity to successfully implement the project outlined in the proposal. The Agencies will not assume that a respondent will perform services not specifically detailed in the submitted proposal. Includes education, certifications, references, demonstrated experience and past performance of the proposers and its agents, employees and sub-consultants/contractors in developing a similarly complex project.	35%
Financial Capabilities	Proposer team has the financial capacity to fund debt and equity for the project and secure financing, insurance and bonding adequate to construct the project	25%
Project Development Concept	Alignment with approved land uses, accomplishes the Solano360 Specific Plan’s objectives, creates employment for the region, increases property values, enhances the environment and provides a positive benefit for the City and the County.	30%
Fiscal Impact	Development concept demonstrates creation of operational cash flow for the County and the City while maximizing development opportunities. No capital expenses and operational subsidies from either County or City are required or anticipated.	10%

APPENDICES

- A. Supporting Information
- B. Standard Terms of Offering
- C. Contact

APPENDIX A: Supporting Information



Solano360 Specific Plan

<https://www.solanocounty.com/solano360/reports.asp>

Reports

Solano360 Development Agreement

Six Flags Parking Agreement

Solano360 Environmental Impact Report

Mitigation Monitoring and Reporting Program
GEO Technical Studies



VallejoNET

www.choosevallejo.com/vallejonet



Solano EDC

<https://solanoedc.org/>



Choose Vallejo Business Portal

www.choosevallejo.net



Vallejo General Plan 2040

www.propelvallejo.com

APPENDIX B:

Standard Terms of Offering

1. Cost of Preparation of Proposal
2. Submittals Become County and City Property
3. Conditional Nature of Offering
4. Modification to the RFQ
5. Respondent Selection does not Guarantee Project Approval
6. Errors, Ambiguities, & Objections
7. Disclaimer
8. Notification of Withdrawal of Proposal
9. Award of Agreement
10. Right of City to Reject Proposals
11. Prevailing Wage
12. Insurance
13. Indemnification
14. Conflict of Interest
15. Confidentiality, Public Records & Non-Disclosure Agreements

1. Cost of Preparation of Proposal

The County or the City will not pay costs incurred by the proposer in the proposal preparation, printing or negotiation process. All such costs shall be borne by the proposer.

2. Submittals Become County City Property

All submittals, other than information submitted as part of the Confidential Financial Submittal, will become the property of the County and the City and may be used by the County and the City in any way.

3. Conditional Nature of Offering

The County and the City's issuance of this RFQ is not a promise or agreement that the Board of Supervisors or the City Council will actually enter into any contract. The County and the City expressly reserves the right at any time to:

- Enter into exclusive negotiations and/or other agreements with one or more proposer(s) at any time during the RFQ period, prior to the final submission date
- Waive any technical or non-substantive defect or informality in any submittal or submittal procedure;
- Suspend any and all aspects of the process indicated in this RFQ;
- Terminate this RFQ and issue a new request for qualifications or proposals;
- Request some or all respondents to revise submittals;
- Select one or more tenants, developers or anchor users by any other means;
- Offer new leasing or property acquisition opportunities in the area at any time;
- Extend deadlines for accepting submittals, or accept amendments to submittals after expiration of deadlines;
- Determine that no project will be pursued; or
- During negotiation, expand or contract the scope of the opportunity, including adding or subtracting areas to the Solano360 site, or changing the concept from that initially proposed, in order to respond to new information, community or environmental issues, or opportunities to improve the financial return to the City from the proposed project or enhance public or maritime amenities.

4. Modifications to the RFQ

The County and City may modify, clarify, and change this RFQ by issuing one or more written addenda. Addenda will be posted on the County and City's website. The County and City will make reasonable efforts to notify interested parties in a timely manner of modifications to this RFQ but each respondent assumes the responsibility of submitting on time and receiving all addenda and information issued by the County and City. The County and City strongly encourages interested parties to check the County and City's website pages for updates to the RFQ information frequently.

5. Respondent Selection does not Guarantee Project Approval

The Board of Supervisor's and City Council's and selection and authorization to commence exclusive negotiations shall not constitute approval of the proposed project or uses. In selecting a preferred submittal and finalizing any agreement(s), the County and City may, at its sole discretion, modify, refine and otherwise clarify the permitted uses to reflect the selected submittal.

6. Errors, Ambiguities, & Objections

Respondents are expected to review all portions of this RFQ and any other information provided by the County and City in relation to this RFQ. Respondents should notify the County and City in writing of any ambiguity, discrepancy, omission, error, or any objection to the legal terms or conditions of this RFQ promptly after discovery, but in no event later than 15 business days before the deadline to submit. Failure to give timely notice to the County and City shall constitute waiver of any ambiguity, discrepancy, omission, or other error in this RFQ. The County and City may make modifications and clarifications to the RFQ by addenda at any time prior to the deadline to respond. Objections should be transmitted by a means that will provide written confirmation of the date the County and City received the objection. The County and City's failure to object to an error, omission, or deviation in any submittal will in no way modify this RFQ or excuse respondents from full compliance with the requirements of the RFQ.

7. Disclaimer

This RFQ contains select information pertaining to the property and does not purport to be all-inclusive or to contain all of the information that a proposer may desire. Documents or other materials in this RFQ or referenced in this RFQ are described in summary form, and do not purport to be complete nor, necessarily, accurate descriptions of the full agreements involved, nor do they constitute a legal analysis of such documents. Proposers are expected to independently review all documents, and reach their own legal conclusions about the status and enforceability of the agreements.

It is the sole responsibility of each respondent to investigate and determine conditions of the NMI site, including existing and planned utility connections, and the suitability of the conditions for any proposed improvements.

8. Notification of Withdrawal of Proposal

Proposals may be modified or withdrawn at any time prior to the date and time specified for proposal submission by an authorized representative of the proposal and by formal written notice.

9. Award of Agreement

The County and City reserves the right to negotiate the terms of the Agreement for this project with one or more proposers, on an ongoing basis throughout the RFQ period. Upon completion of the review/evaluation, the County and City shall notify proposers who will be considered for further evaluation and negotiation. All proposers so notified shall negotiate in good faith in accordance with direction from the County and City. Any delay caused by proposer's failure to respond to direction from the County and City may lead to rejection of the proposal.

No proposal shall be binding upon the County or City until the Agreement is signed by duly authorized representatives of the selected proposer and the County and City.

The County and City may enter into exclusive negotiations and/or agreement with one or more proposers for all or part of Solano360 during the period that this RFQ remains open.

10. Right of the County and City to Reject Proposals

Solano County and The City of Vallejo reserves the right to reject any or all proposals based on its sole discretion, or to waive any minor defects or irregularities in any proposal or in the proposal process, or to solicit new proposals on the same project or on a modified project which may include portions of the original proposed project as in the best interest of the County and City. The County and City may, in its discretion, elect to waive any requirements(s), either for all proposals or for a specific proposal which the County and City, in its sole discretion, deems non-material.

The County and City may reject or disqualify a proposal under any of the following circumstances:

- The Proposer misstates or conceals any material fact in the proposal.
- The proposal does not strictly conform to applicable laws or any requirements of this RFQ.
- The proposal does not include documents, certificates, affidavits, acknowledgements, initial deposit or other information required by the RFQ.
- The proposal has not been executed by the Proposer through or by an authorized officer or representative of the Proposer or Proposer's team.
- The Proposer fails to comply with all provisions, requirements and prohibitions binding on all Proposers as herein set forth or fails to comply with applicable law.
- The Proposer fails to acknowledge receipt of any formal addenda.
- For any other reason deemed in the best interests of the City.

11. Prevailing Wage

In accordance with the provisions of Section 1770 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages applicable, and a current copy of said prevailing wages is on file with the City Clerk. Should the minimum Federal Wage Rate be higher than the rate determined by the Director of the Department of Industrial Relations, then the Federal Wage Rate Determination shall govern.

In addition, the City Charter of the City of Vallejo requires that use of any public funds over \$1,000 shall require prevailing wage rates paid by any contractor, partner, operator, or other entity that is party to an agreement with the City, and all his/her subcontractors shall pay their employees on said work a salary or wage at least equal to the prevailing salary or wage for work of similar character in the locality in which the public work is performed.

12. Insurance

The awarded Proposer shall procure and maintain for the life of any agreement(s) insurance coverage obtained and written in the State of California of at a minimum, the following types and amounts, with a maximum deductible of \$25,000 per occurrence:

- General Liability \$2,000,000 per occurrence / \$5,000,000 aggregate annually
- Property Damage \$1,000,000 per occurrence / \$2,000,000 aggregate annually
- Automobile Liability \$1,000,000 combined single limit per occurrence
- Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits as required by Chapter 440, California Statutes.
- Professional Liability \$2,000,000 combined single limit, providing coverage over the life of the project plus five (5) years after completion.

- A current copy of an insurance certificate, including endorsement(s) that names the Solano County and the City of Vallejo as an additional insured, or a letter of intent to provide insurance from the issuing company (including a description of types of coverage and dollar amount limits) may be requested by the City as a precedent to any discussions or negotiations.
- Limits, deductibles, and types of insurance and bonding required may change at the discretion of the City.

13. Indemnification

Proposer shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature operations, to be performed under this proposal and future agreement for Proposer's or contractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of the Proposer, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

14. Conflict of Interest

The County and City reserves the right to disqualify and deem non responsive any respondent on the basis of any actual or apparent conflict of interest that is disclosed by the submittal or other information submitted or available to the City, even if the disqualifying information is discovered after the City Council has selected a respondent for exclusive negotiations. The City's determination of a disqualifying actual or apparent conflict of interest will be made in its sole discretion.

In order to submit, respondent will be required to comply with all applicable laws regarding conflict of interest, including but not limited to Sections 87100 et seq., and Section 1090 of the California Government Code. With submission of a submittal, respondent represents and warrants that it is familiar with these laws and does not know of any facts that constitute a violation of these provisions. Furthermore, respondent agrees to notify the City immediately if the respondent becomes aware of any fact constituting a violation or possible violation.

Respondent further warrants that it has not offered or given to any City officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFQ or any other solicitation or other contract, and respondent has not taken any action to induce any City officer or employee to violate the rules of ethics governing the City and its employees. Respondent has not and shall not offer, give, or agree to give anything of value either to the City, or any of its officers, employees, agents, consultants, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFQ and may result in immediate disqualification of the submittal. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFQ, if any, or any other contract with the City) which might tend to obligate a City employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid City contract.

15. Confidentiality, Public Record, & Non-Disclosure Agreements

Unless otherwise compelled by a court order, the City will not disclose any proposal while the City conducts its deliberative process in accordance with the procedures identified in this RFQ. However, after the City either awards an agreement to a successful proposer(s), or the City rejects all proposals, the City shall consider each proposal subject to the public disclosure requirements of the California Public Records Act (California Government Code Sections 6250, et seq.,) unless there is a legal exception to public disclosure.

If a proposer believes any portion of its proposal is subject to a legal exception to public disclosure, the proposer shall: (1) clearly mark the relevant portions of its proposal "CONFIDENTIAL"; (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the proposer shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the proposal.

Proposer and any agents, sub-consultants or subcontractors, agree to indefinitely hold confidential any sensitive information provided by the City during the proposal process such as required for a complete and accurate proposal, including maps and other data related to the City's existing fiber network that provides communications and data links for existing City public safety services.

APPENDIX C:

Contact

To schedule a site visit, or if any proposer has any question regarding the meaning of any part of this RFQ, or finds discrepancies in or omission from this RFQ, the proposer shall submit a written request (electronic mail is sufficient) to the County contact:

James Bezek, General Services Assistant Director
Solano County
675 Texas Street Suite 6500
Fairfield, CA 94533
JMBezek@SolanoCounty.com
707-784-6112

Proposer shall not contact any other City staff, nor any elected official, concerning this RFQ.

The Agencies' responses to questions will be included in an Addendum to this RFQ, if necessary, which will be issued and posted to the Agencies' websites.