

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Executive Office

SUBMITTAL DATE:
June 13, 2006

SUBJECT: Hub Jail Feasibility Report Update

RECOMMENDED MOTION: That the Board:

1. Proceed with the immediate construction project of 480 beds at Smith Correctional Facility;
2. Determine policy in regards to the sales tax proposal in the Criminal Justice Planning Committee / Capital Partnership Inc. report;
 - a. If the sales tax proposal is supported, that the Board direct staff to return with an implementation plan as discussed in the consultant's report;
3. Provide direction in regards to the implementation priority of capital construction projects if the sales tax proposal option in the consultant's report is not pursued:
 - a. Proceed with the development of 1,200 beds of the Hub Jail Phase 1 with existing revenue and plan an escalated set-aside of Prop 172 and general fund beginning FY 07/08;
4. Approve an increase in the county's existing debt ceiling from 7% to 8% of discretionary revenue for a period of 10 years coincident with the retirement of the 85 ACES debt.

BACKGROUND: The Corrections Working Group has completed its assessment of the Hub Jail feasibility and has identified interim programs and facilities to address early releases and corrections system needs. The motions presented are consistent with the findings of the hub jail report and incorporate the financing options presented in the Criminal Justice Planning Committee / Capital Partnership Inc. report.

Serena Chow

Serena Chow, Senior Management Analyst

FINANCIAL DATA	Current F.Y. Total Cost:	\$	In Current Year Budget: Budget Adjustment: For Fiscal Year:
	Current F.Y. Net County Cost:	\$	
	Annual Net County Cost:	\$	

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE.

County Executive Office Signature *Bill Luna*

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:
Per Exec. Ofc.:

STAMP: RECEIVED COUNTY OF RIVERSIDE

Prev. Agn. Ref.: | **District:** | **Agenda Number:**

2.0

Reviewed by CIP TEAM
Departmental Concurrence

Hub Jail Feasibility Report Update

June 19, 2006 Workshop

I. Background

On February 28, 2006 (Item 3.4) the Corrections Working Group presented the Hub Jail Feasibility report to the Board. The report endorsed the Sheriff's Hub Jail concept of October 25, 2005 (Item 3.55), explored options to expand jail capacity, and analyzed the county's financial capacity needed to finance one or two hub jails.

The Board then directed the working group to focus on more centralized locations as well as consider land acquisition for future construction. In addition, the Board indicated a need to investigate interim facilities or programs that could reduce early releases while the hub jail project was further developed. This update incorporates these issues into the project planning process that includes:

- identification of potential sites as a result of search criteria
- development of a Request for Proposal for environmental consulting services
- development of a Request for Proposal for predevelopment consulting services
- development of a financing plan

II. Jail Siting Process

The Criteria was established in the Hub Jail Feasibility Report to filter potential sites. We have applied them to evaluate and reduce the search to five potential sites, which include county-owned land, land from the committee's filter search, and voluntary sellers. One of the priorities indicated by the Board was land acquisition in a centralized location where the best and highest use might occur. A detailed analysis of the potential sites yielded several potential sites that may be described by its 1) location; 2) acquisition potential; 3) acreage of developable area; 4) best estimate of market value per acre; 5) surrounding uses; 6) level of available infrastructure, and 7) Sheriff's department evaluation. These sites are further illustrated in Figure A.

Site 1: San Gorgonio. This relatively flat 42-acre county-owned parcel lies just north of the I-10 Freeway in the unincorporated community of San Gorgonio, four miles west of Palm Springs city limits. An adjacent 72-acre parcel could be available for land assembly. The site is located one and a half miles east of Smith Correctional Facility.

Site 2: Mead Valley. The privately-owned vacant site is composed of three contiguous parcels totaling 92 acres. The sites are located south of Cajalco Road and west of the I-215 in the unincorporated community of Mead Valley. Public utilities are within two miles and multiple access is available to the site.

The future proposed Mid-County Parkway lies one-half mile south from the proposed site.

Site 3: Gilman Springs. This site consists of two parcels totaling 650 acres located east of the terminus of Alessandro Boulevard and two miles south of Highway 60 in the community of Gilman Springs in the sphere of influence of Moreno Valley. The site is located five miles from the Riverside County Regional Medical Center and 16 miles from Smith Correctional Facility. Water is available at Gilman Springs Road. A maximum of 15% or 100 acres are developable due to terrain. As part of the acquisition, the remaining undevelopable area could be granted as a conservation easement to the Regional Conservation Authority under the Multi-Species Habitat Conservation Plan (MSHCP).

Site 4: San Timoteo Canyon. Riverside County Regional Parks and Open Space had purchased land for the De Anza Cycle off road vehicle park which was closed. The 100 acre box canyon location offers visual screening and the surrounding county ownership by Parks and Waste Management reduces neighbor concerns. The site may be leased from parks providing an income to support Parks function. Although institutional issues exist, the site is located three miles from Highway-60 and nine miles from the Riverside County Regional Medical Center.

Site 5: West Badlands. This 150 acre parcel is surrounded by MSHCP habitat land, Waste Management property and Parks' lands insulating it from residential uses. The property is within a MSHCP criteria cell, therefore environmental issues require further resolution. The site is located two miles north of the Highway 60 and six miles from the Riverside County Regional Medical Center.

III. Interim Facilities

Purchasing Existing facilities. The committee evaluated the option of immediate increases to custody through purchase or expansion of an existing facility. There are no other privately-owned correctional facilities in Riverside County similar to the 708-bed privately-owned prison in Adelanto recently purchased by San Bernardino County. On July 12, 2005 (Item 3.1) the Board discussed a report that proposed jail expansion alternatives, one of which included the purchase of the vacant Eagle Mountain prison. The report was received and filed. State facilities are facing a similar dilemma. The results of the closure of five prison facilities in 2003 are still being felt in the overcrowded conditions in state prisons in Blythe, Norco and Corona.

Expanding Existing facilities. The Correctional Facilities Master Plan of October 25, 2005 (Item 3.5) evaluated the expansion potential of the county's existing correctional facilities. In the Sheriff's 06/07 budget presentation on June 5, 2006, the Sheriff requested a 480-bed expansion. The Smith Correctional Facility is best suited for that option. The analysis of Smith Correctional Facility (SCR) indicated that a contiguous parcel, approximately three acres to the west, has the development potential to add additional housing units. Vacant land to the north and south provide adequate land buffers and security. Although another parcel of seven

acres lies to the north of the current facility, it is directly adjacent to single family homes. This proximity may affect the development of this parcel.

It should be noted that the reuse of the dormitory configuration of the housing units at Smith Correctional Facility is not optimal to meet the classification needs of the current inmate population. However, the replication of the housing unit design, cost certainties, staffing requirements, and reduced construction time are important elements in meeting bed need and reducing early releases.

Should the Board desire to develop this interim construction solution to reduce early releases due to jail overcrowding, Facilities Management is prepared to initiate the project. The classification of inmates that SCF has traditionally housed may require more intensive staffing under this proposal by the Sheriff's Department to ensure public safety.

IV. Interim programs

The committee researched alternatives to custody that could be implemented so that early releases could be reduced. While new programs and enforcement are increasing arrests and bookings in proportion to population growth, the number of jail beds is insufficient to keep all arrestees in custody *and* meet the requirements of the Federal Court Order. In other words, early releases are indicators of a lack of jail beds. Current interim programs to alleviate early releases, other than the construction of jail beds, include expanded crime prevention or early intervention programs.

Intensive Supervision Program. At one time, the Probation Department's deputy probation officers (DPOs) under the intensive supervision program were handling 40 cases. The original intent of the Intensive Supervision Program was to supervise high risk individuals by doing home visits twice a week. The program was decommissioned and the positions were reassigned to other duties such as gang and narcotic cases. Reinstatement of the Intensive Supervision Program may be considered along with staffing and programmatic changes in an increased supervision effort.

Work Release and Supervised Electronic Confinement Program (SECP). An expansion of the Sheriff's work release and supervised electronic confinement program (SECP) was explored. An expansion of the SECP program would provide enhanced tracking of probationers and might result in reduced recidivism. While it is believed that the expansion of these programs could free jail bed space to make room for more violent offenders, this concept may be flawed because expanding the two programs would assume that there are a sufficient number of minor charge offenders to be released into the programs. The expanded program may be effective for compliant inmates but supervision may be more problematic for those inmates who generally should not be released into the program.

Of the individuals that are sentenced to the custody of the Sheriff, between 700 and 900 participate in the work release program in lieu of part-time incarceration. These "weekenders" report to the jail to be assigned to a work site on

a mutually agreeable schedule. Another 300 to 400 individuals elect to participate in the supervised electronic confinement program rather than the work release program if the individual meets the program criteria: the individual must be employed, have permanent housing, and have a hard-wired telephone that is integral to the monitoring equipment. Program costs for equipment and staff are paid by the individual. A redesign of this program to expand the number of people under supervision will change the operational and financial structure of the current program.

If some inmates are forced into the program and others elect to pay to participate, overall voluntary participation could likely decrease. Additionally, inmates who are homeless or live outside the county would be difficult to supervise. While the SECP program is currently self-supporting through participant fees, the ongoing financial commitment to pay for expanded staffing, GPS equipment, and operations could increase the Sheriff's annual operating budget by \$7 to \$10 million.

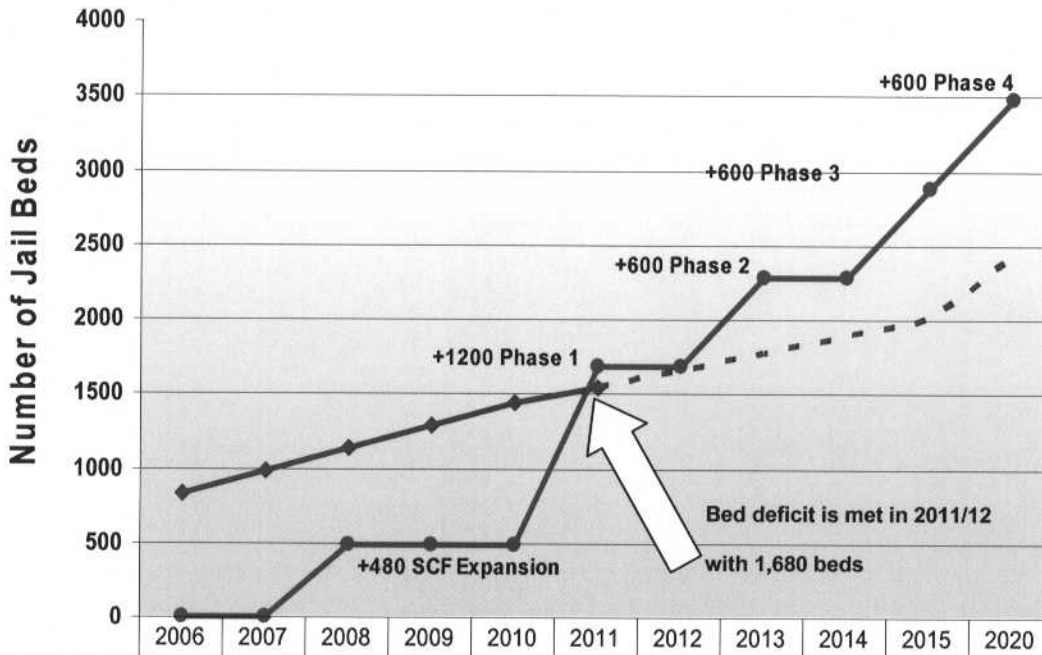
The alternatives addressed in this section will have minimal impact on the need for additional beds and therefore should only be viewed as short-term rather than long-term solutions. They do not replace the ultimate need to expand jail facilities.

V. Financing

The Criminal Justice Planning Committee was formed on October 19, 2005 (Item 3.42a) to identify the capital needs of criminal justice facilities. On December 13, 2005 (Item 3.6), the Board approved the consulting services of Capital Partnerships to develop financing strategies. That report was filed with the Board on June 13, 2006. According to the consultant's report, there are a potential of 26 projects that were identified in the financing plan with an estimated escalated construction cost of up to \$2.35 billion dollars. The hub jail alone represents 39% of the financing needs over the next 15 years.

As seen in the chart below, the jail bed deficit trend line is shown in red. Therefore, one of the immediate goals of the criminal justice capital financing plan is to address the growing jail bed deficit. Only after subsequent phases are built could bed replacement take place. As shown, the earliest time that the county could meet the bed deficit is in 2011/2012 with 1,680 beds, with expansion of 480 beds at Smith Correctional Facility and the construction 1,200 beds of Hub Jail Phase 1. However, this will not put the county ahead of any jail bed needs as indicated. Therefore, should the county want to remain ahead of the bed needs, a more extensive construction program is needed.

Net Deficit Met by New Jail Bed Construction



	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2020
◆ Bed Deficit	833	980	1134	1287	1435	1547	1659	1770	1882	1994	2434
● Jail Bed Construction	0	0	480	480	480	1680	1680	2280	2280	2880	3480

As shown in the table below, the estimated financing need to meet the immediate deficit of 1,680 beds is between \$290 to \$326 million dollars. Thereafter, county's ability to maintain bed levels above the deficit will require future revenue as construction escalation becomes a factor.

Estimated Financing Need

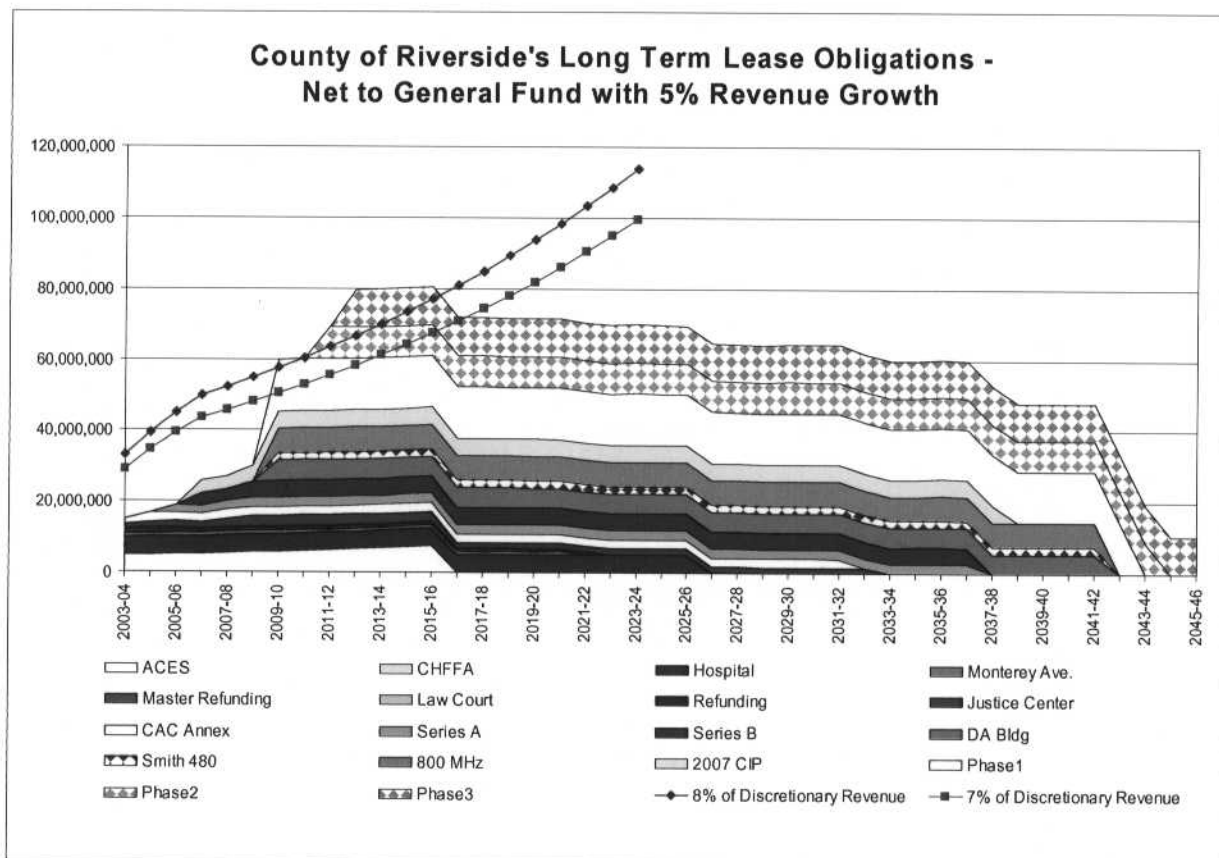
Jail Project	Number of Beds	Completed	Construction Costs (escalated)	Operations Costs (escalated)
Smith Expansion	480	FY08/09	\$ 35 – 42 Million	\$20 – 25 Million
Hub Jail Phase 1	1,200 with quick chill kitchen	FY 11/12	\$255 – 284 Million	\$56 – 59 Million
To Meet Bed Deficit:	1,680 beds		\$290 – 326 Million	\$76 – 84 Million
Hub Jail Phase 2	600	FY 13/14	\$154 – 178 Million	\$31 – 35 Million
Hub Jail Phase 3	600	FY 15/16	\$187 -- 223 Million	\$34 – 37 Million
Hub Jail Phase 4	600	FY 19/20	\$273 – 351 Million	\$41 – 45 Million
To Replace Beds & Meet Growth Needs:	1,800 beds		\$614 – 752 Million	\$106-117 Million

Source: Smith Correctional Facility: Riverside County Sheriff's Department
 Hub Jail Estimates: Criminal Justice Financing Committee / Capital Partnerships Inc. Report, June 13, 2006

Operations costs are estimated to inflate at 5 percent per year and construction costs at 12 percent per year. Operational costs are estimated at \$32,000 per bed as of FY 05/06 after staffing the current Smith Correctional Facility expansion. Therefore, the annual cost to operate the 480 bed expansion of the Smith Correctional Facility will be approximately \$20 million. The first phase of the hub jail with 1,200 beds will be at least \$56 million in FY 11/12.

In order to have the operational capacity when construction is completed, the county must begin to earmark an escalating \$15.2 million of ongoing revenue from Prop. 172 funds and the general fund starting in FY 07/08. By 2012, the costs of operating the 1,680 beds would be approximately \$76 million. In order to provide for this expense, the county must set aside \$15.2 million in FY 07/08, \$30.4 million in FY 08/09, \$45.6 million in 09/10, \$60.8 million in 10/11, and \$76 million in FY 11/12. This disciplined approach will enable the county to reach the operational goals incrementally and generate additional construction capital.

Existing Financing Capacity to Meet Bed Deficit. In the chart below, the county's debt capacity is shown relative to the multi-year financing needs of the construction of the correctional facilities and other capital improvement program projects. In the analysis of the county's current debt financing profile, it is evident that financing the hub jail construction and CIP projects exceeds the general fund policy of maintaining net debt service below 7% of discretionary revenue. In comparison, a debt ceiling of 8% is exceeded as well. Another method to mitigate this is to utilize cash reserves as a first alternative to constructing 480 beds.



VI. Financing Options

Two fundamental financing strategies were presented to the Board by the Criminal Justice Planning Committee on June 13, 2006:

Option 1: Seek other revenue sources

The consultant's report contemplates a vote by the public of the imposition of a ¼% sales tax as a financing mechanism for full build-out of the corrections system and operations including the 1,200 beds in phase 1 and 1,800 beds in phases 2, 3, and 4. If approved by the voters, this sales tax is estimated to generate approximately \$1.58 billion dollars over the next 15 years and provide up to \$3.496 billion dollars over 25 years. This reliable source of funding could be used for construction and operations and represents an enhancement of the existing general fund commitment towards public safety projects.

Option 2: Use general fund and/or reserves.

This option will utilize general fund revenues and/or reserves and plan for set-aside of net county costs to fund operations. In this scenario, the county would build 480 beds and 1,200 beds of phase 1 of the hub jail when financially feasible. No additional revenue would be developed; however, future phases of the hub jail will be unlikely. This will also control the use of discretionary revenue and reserves created for capital projects.

Board-approved projects and those approved through the CIP annual call process from FY03/04 to FY 05/06 already under way will proceed; however, meeting fundamental expectations of scope and budget will be critical. Projects financed from other sources of funds other than the general fund could proceed as well. These tables will be presented in the CIP portion of the workshop.

While Board-approved projects will proceed, CIP recommended projects that the CIP team has prioritized for funding might be deferred, reduced in scope or deleted from the recommended list of projects. Many worthwhile projects in the CIP recommended list of projects are departments' top #1 and #2 priorities. Careful consideration of project scope and estimated cost must be further analyzed and long-term funding must be confirmed before proceeding with these projects. In addition, the CIP annual call process might be held every other year. A list of those departmental projects that might require reconsideration will be presented in the CIP portion of the workshop.

Because of the ongoing financing need of CIP projects, the county might consider board policy to temporarily raise the general fund net debt service limit to 8% of discretionary revenue coincident with the retirement of the 1985 ACES debt. As long as the county continues to show growth and the retirement of debt, the county's bond rating is unlikely to be affected.

VII. Conclusion

Should the Board desire to construct jail beds, the financing mechanism will determine the path the construction program will take to achieve correctional facilities needs. With current general fund revenue, the county might achieve the expansion of 480 beds at Smith Correctional Facility and the first phase of 1,200 beds of the Hub Jail. The total of 1,680 beds by 2011/2012 would require a planned program to set-aside \$15.2 million per year for operations and the careful prioritization of future CIP projects. To complete the full build-out of the corrections system needs, additional revenue will be needed.

Action Plan. Facilities Management has prepared the draft Request for Proposals (attached) to engage the services of a consultant to begin preparation of the environmental process for the selected sites. Funding for acquisition and/or land banking has been identified. Upon direction of the Board, Facilities Management will proceed with the release of the RFP, proceed with site acquisition for the hub jail, and commence expansion of Smith Correctional Facility. The two projects include:

Smith Correctional Facility Expansion

- 480 in-custody beds at Smith Correctional Facility
- Infrastructure enhancements
- Amended environmental documents
- Operations

Hub Jail Phase 1

- Complete environmental process
- New infrastructure depending on site location (e.g. utilities, roads)
- 1,200 maximum security beds
- Administration, support, and physical plant facilities
- Quick-chill kitchen
- Operations

Should the Board desire to construct jail beds to complete the corrections system needs until 2020, the county must consider changes in Board policy to access other revenue sources. Completion of the remaining corrections construction program would include:

Hub Jail Phase 2

- 600 in-custody maximum security beds
- Operations

Phase 3

- 600 in-custody maximum security beds
- Operations

Phase 4

- 600 in-custody maximum security beds
- Operations

Recommended Motions:

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 - a. If the sales tax proposal is supported, that the Board direct staff to return with an implementation plan as discussed in the consultant's report;
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RIVERSIDE COUNTY
DEPARTMENT OF FACILITIES MANAGEMENT
REQUEST FOR PROPOSAL

#



FOR
COUNTY HUB JAIL CEQA CONSULTANT

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INSTRUCTIONS TO BIDDERS

Bid Issue Date: **Tuesday, February 21, 2006**

Visit our Website: www.purchasing.co.riverside.ca.us

- I. Prices/Notations - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- II. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- III. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after the closing date.
- IV. Recycled Material - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as non-responsive.
- V. Method of Award - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- IV. Return of Bid/Closing Date/Return to - The bid response shall be delivered to Purchasing and Fleet Services, 2980 Washington Street, Riverside, Ca 92504 by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The closing date and time and the R.F.Q./R.F.P. number referenced above shall appear on the outside of the sealed envelope. A duly executed copy of the signature page of this bid document must accompany your response. The County will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
- IIIV. Local Preference - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ/P to that Riverside County location. To qualify for local preference, BIDDER must include a copy of a Riverside Business Tax Certificate that supports the local preference status and complete Exhibit B.

Or

- IIIV. Disabled Veteran Business Enterprise Preference - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three (3) percent preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ/P
Please go to www.purchasing.co.riverside.ca.us to access these terms and conditions

APPENDIX "A" EXHIBITS

**IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH
HEREIN**

#116-240 General Conditions - Personal/Professional Service

IF ANY QUESTIONS, PLEASE CONTACT : _____
Real Property Division Facilities Management
E-MAIL ADDRESS: _____

DIRECT PHONE LINE: 951-955 4820

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

Bidders are encouraged to register (if not already registered) on the County of Riverside's website:

WWW.PURCHASING.CO.RIVERSIDE.CA.US

The County of Riverside (County) is soliciting proposals from qualified entities to provide auditing services as detailed in Appendix A.

There are no Non-Mandatory pre-bidders planned for this RFP

BID CLOSING DATE: Tuesday, February 21, 2006

NO FAXED PROPOSALS WILL BE ACCEPTED

After close of this RFP, the award will be announced within 30- 90 days.

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Company
Name

Street Address: City: State: Zip:

Mailing Address: City: State: Zip:

Remit to Address: City: State: Zip:

Phone # () Federal Tax ID #:

FAX # () Vendor Website:

Print Name: Title:

Signature _____ Email: _____
Please Check Disabled Veteran or Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFP will be credited to that location in Riverside County.

APPENDIX A

1.0 PURPOSE

Riverside County is a very high growth area with pressing needs for jail space. County jails serve the initial booking of arrestees, including custody holding for those awaiting trial, housing those sentenced to terms of a year or less and the housing of those awaiting transfer to the state prison system. Demand for additional and new replacement jail beds is estimated at between 1200 and 2400 beds. This demand is created by some aged existing facilities, present over crowding of facilities and general population growth. Need is especially high for high security single and double occupancy cell facilities as opposed to dorm style, lower security operations. A major project of this type is a CEQA event and the County seeks consulting services assuring that the County meets its obligations under CEQA.

Facilities Management (FM) is tasked with the design and construction of county owned buildings. The Real Property Division (RP) of FM will handle site acquisition and Design and Construction will run the development phases of the project. The Sheriff operates and staffs the jails which serve the unincorporated areas and cities. The CEQA process will be directed by RP.

2.0 DEFINITIONS

- 2.1 "FM" refers to the County of Riverside and its Department of Facilities Management.
- 2.2 "RP" refers to the Real Property Division of Facilities Management
- 2.3 "County" refers to The County of Riverside
- 2.4 "CLIN" refers to Contract Line Item Number
- 2.5 "CEQA" refers to the California Environmental Quality Act and its compliance requirements for public projects

3.0 SCOPE OF SERVICES

Services

Contractor shall perform the following:

Riverside County is seeking consulting services for California Environmental Quality Act compliance associated with proposed development of at least one and possibly two large County jail detention centers.

Requested services includes: As required by CEQA, the County must fully consider the biological, cultural agricultural, visual resource, aesthetic, circulation, air quality and urban services impacts of this large facility, including, but not limited to:

- Development of a CEQA appropriate project description in conjunction with Design and Construction.
- Initial consulting research to explain the CEQA rules and lead to development of a strategy for CEQA compliance given some probability of public controversy over site selection.
- Assistance in development of a CEQA compliant list of alternative sites .
- Development of environmental screening/ technical evaluation criteria and Provide assistance in establishing an effective public participation and issue scoping process. The consultants will support county staff in public meetings and preparation of public communications tied to the proposed project.
- Provide assistance with response to comments from agencies groups and the public.
- Preparation of final CEQA documents permitting the Board of Supervisors to make an environmentally informed decision as to moving ahead with the project at a designated location.
- Provide a target critical path calendar for CEQA process completion.
- Provide model document from recent similar projects.

4.0 WORK PRODUCT

- 4.1 The response to this proposal must be completed and submitted no later than _____ **2006 at 1:30 PM.**
- 4.2 All reports rendered to the County are the exclusive property of the County and subject to its use and control.

5.0 TIMELINE

DATES:

1. RELEASE OF REQUEST FOR PROPOSAL	2006
2. NON-MANDATORY PRE-BIDDERS MEETING?	1, 2006
3. DEADLINE FOR PROPOSALS	, 2006
4. TENTATIVE DATE FOR AWARDING CONTRACT	2006

6.0 PERIOD OF PERFORMANCE

The contract period shall be for 24 months, beginning on June 1, 2006. It is expected that work loads during this time period will be variable with busy periods and slow periods during public contact times. It is anticipate that some evening public meetings may be required.

7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope or box clearly marked "Bidder Proposal." **One (1) original and four (4) additional copies, each in a 3-ring binder, shall be submitted. Faxed or e-mailed proposals will not be accepted.**

ALL BIDS MUST BE SENT TO:

County of Riverside
Purchasing and Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attention: Scott Haddon (PCS)
RFP#

8.0 GENERAL REQUIREMENTS

8.1 Procedures for Submitting Proposals

All proposals must be submitted in accordance with the standards and specifications contained in this RFP and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

Proposals must be typed uniformly on letter size (8 1/2" x 11") sheets of white paper, single sided, each section clearly titled, with tabsA-_____, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying.

Proposals must be in a narrative format and specific and in sufficient detail to allow a thorough evaluation. For example, "See *Enclosed Manual*" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged in the proposal.

Proposals shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc., are neither necessary nor recommended.

The County shall not pay any costs incurred or associated in the preparation of this or any proposal or for participation in the procurement process.

Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other County office will be rejected.

All questions pertaining to this RFP should be submitted in writing prior to by one of the methods indicated below to:

Fax: 951-358-3900

Mail: Real property Div. Facilities Management
3133 Mission Inn Ave
Riverside CA 92506

In the event that revisions to the RFP become necessary, FM will issue an addendum to the RFP. BIDDERS are encouraged to periodically refer to the County's Website at:

_____ for any additional information.

BIDDERS are encouraged to use evidence-based, proven practices when submitting proposals.

BIDDERS will be reimbursed at the rate of their approved Unit of Service Cost.

9.0 REQUIRED FORMAT OF PROPOSALS

Proposals must contain the following sections:

- Proposal Cover Page
- Table of Contents
- Company Profile
- Description of Services
- Cost Proposal with line items parallel to the Description of Services
- Credentials/Resumes
- References
- Evidence of Insurability/Insurance/Licenses

- Clarification, Exceptions or Deviations
- Financial Information
- Letterhead

A. Proposal Cover Page

Please complete and sign the "Proposal Cover Page" found on page 2. It must be signed by an authorized representative.

B. Table of Contents

This section must contain a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

C. Company Profile

This section must address the BIDDERS capability and must demonstrate that the agency is adequately staffed with personnel qualified to provide CEQA compliance services on a project of this type and scale.

A summary of the BIDDER'S background and experience in providing the described services should be submitted including:

- Business name and legal business status (i.e., partnership, corporation, etc.). Include copy of current business license.
- A copy of 501(c)(3) Determination Letter, if applicable.
- Number of years in business under the present business name, as well as related prior business names.
- Whether the BIDDER holds controlling or financial interests in any other organization, or is owned or controlled by any other person or organization.
- Services or activities performed by Company.
- Number of years of experience, providing the proposed, equivalent, or related services.
- Company Organizational Chart, (President, Vice President, Company Officers, etc.); and
- Number of employees involved in providing services.
- Location of the office where most of the project management and labor is performed.

The description should be concise and clear, and include descriptive information regarding service delivery.

D. Description of Services

All proposals must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written narrative indicating a general understanding of the requirements in the scope of services as detailed in Section 2.0.
2. Describe recent, similar projects by providing a summary of the scope of services performed for these other projects. These experiences must show the qualifications of the bidder's capabilities to perform the scope of services.
3. Provide a work plan or description of how the work will be performed with a calendar for key tasks. Describe how the interaction between your company and the County will ensure that the services are performed and to the County's satisfaction, including resolving problems that may be encountered during the project.

4. Indicate whether or not your firm will be subcontracting portion(s) of the work. If so, indicate the name of the subcontractor and the portion of the work that will be subcontracted. **NOTE: All subcontracts must have the prior written approval of the County.**

E. Cost Proposal

For this section, please complete and include the proposal cost sheet attached as Exhibit A.
If claiming Local Preference, please complete Exhibit B.

F. Credentials/Resumes

This section shall state the person(s) responsible for administering or providing the services. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification if applicable.

Bidder shall specifically provide the following information on all key or lead employees to be providing service:

- Description of experience and education related to the project
- General project function and experience
- Any other information, which will assist in evaluating qualifications

G. References

All bidder(s) must include present and past performance information with a **minimum of three (3) references**. Each reference shall include dates of work performed, current contact person, company, address, and e-mail and telephone numbers for each reference identified. Please verify that all reference information is correct. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

H. Evidence of Insurability/Insurance/Applicable Licenses

All bidder(s) shall submit evidence of all required insurance, or a statement certifying that the bidder will comply with the insurance requirements (see Section 10.0) if awarded a contract. The bidder shall certify to the possession of any and all current required licenses. Do not purchase additional insurance until this bid has been awarded.

I. Clarification, Exceptions or Deviations

All bidder(s) shall describe any exception or deviation from the requirements of the RFP. Each clarification, exception or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in this section.

J. Financial Statement

The bidder must submit financial statements (balance sheet and income statement) for its business that are dated no more than twelve (12) months prior to the date of the proposal submission and cover a period of at least one (1) year. These statements should clearly identify the financial status and condition of the bidder's entire business entity. Please place in a separate envelope and mark "Confidential" if your firm requires this to be kept confidential. Audited financial statements are preferred but not required and an independent credit rating would be most advantageous.

K. Letterhead

The bidder must include with the proposal a sample of their stationery showing their agency's name and address pre-printed on it.

10.0 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B), including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured.

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims-made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either: 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained

continuous coverage with the same or original insurer. Coverage provided under 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retentions unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either: 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

If CONTRACTOR fails to provide insurance certificates within seven (7) days, after notification of award by County Purchasing, award may be made to the next qualified CONTRACTOR.

Include bid number or contract number on insurance certificate and forward information to:

County of Riverside
Purchasing & Fleet Services
2980 Washington Street
Riverside, CA 92504-4647
Attention: Scott Haddon (PCS)
DPARC-006

11.0 HOLD HARMLESS/INDEMNIFICATION

- 11.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged liability.
- 11.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to COUNTY as set forth herein.
- 11.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- 11.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the COUNTY herein from third party claims.
- 11.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

12.0 COMPENSATION

The COUNTY shall process all acceptable invoices submitted in a timely manner by the CONTRACTOR within fifteen (15) working days of receipt for services performed. It is mutually agreed and understood that the obligation of the COUNTY is limited by and contingent upon the availability of COUNTY of Riverside funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of COUNTY'S notification by CONTRACTOR.

13.0 PRICE INCREASE/DECREASE

No price increases will be permitted during the first year of the agreement. All price decreases will automatically be extended to the COUNTY. The COUNTY requires bona fide proof of cost increases on contracts prior to any price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The COUNTY may enforce, adjust, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit.

14.0 INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract; and CONTRACTOR and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers or employees of County. There shall be no employer-employee relationship between County and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to County employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR's behalf and for CONTRACTOR's employees, including but not limited to all federal and state income taxes and withholdings. County shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify County against any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this contract, and CONTRACTOR shall indemnify County for any and all federal or state withholding or retirement payments which County may be required to make pursuant to federal or state law.

15.0 CONFLICT OF INTEREST

CONTRACTOR will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation will apply to CONTRACTOR's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

CONTRACTOR's effort will include, but is not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations, which could be deemed to appear to influence individuals to act contrary to the best interest of the County of Riverside.

16.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

1. Overall responsiveness and general understanding of the RFP requirements.
2. CONTRACTOR's experience.
3. Overall cost to the County.
4. References with demonstrated success with similar work to the Scope of Service.
5. Technical capability and project methodology.
6. Financial status.
7. Credential/Resume.

The County reserves the right to withdraw this RFP, to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

17.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the CONTRACTOR to contact any other County representative may result in disqualification of the CONTRACTOR. All evaluation material will be considered confidential and not released by the County. The County reserves the right to split or make the award that is most advantageous to the County.

18.0 INTERPRETATION OF RFP

The CONTRACTOR must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any CONTRACTOR planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFP will be made only by written addendum. The County is not responsible for any other explanations or interpretations.

19.0 CONTRACT DEVELOPMENT

If a proposal is accepted, the County will enter into a contractual agreement with the selected CONTRACTOR. If an agreement cannot be reached, negotiations with the second ranking CONTRACTOR shall commence.

20.0 CANCELLATION OF PROCUREMENT PROCESS

County may cancel the procurement process at any time. All proposals become the property of the County. All information submitted in the proposal becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified by the CONTRACTOR, otherwise the CONTRACTOR agrees that any and all documents provided may be released to the public after contract award.

COST PROPOSAL
FOR
SHERIFF'S HUB JAIL PROJECT

The line-item budget prices are all inclusive, including all expenses and other costs necessary to complete the work specified. This information is being provided to document the calculation of unit of service costs.

LINE ITEM BUDGET (must include):

Description	Cost per Audit
Salaries	\$
	\$
	\$
	\$
Operating Costs	\$
	\$
Reimbursables (estimated)	\$
	\$
Other Costs (Provide brief explanation)	\$
Total Amount Proposed	\$

Signed _____

Dated _____, 2006

BIDDER is required to sign the COST PROPOSAL. Failure to do so could result in a non-responsive BID.

EXHIBIT A

Local Business Qualification Affidavit

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

Definition of Local Business

A local business shall mean business firms with fixed offices located within the geographical boundaries of Riverside County, authorized to perform business within the County, and in doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses" shall have a Riverside County business street address. Post office box numbers, residential addresses or un-staffed sales offices shall not suffice to establish status as a "local business". To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current SS2 form** (State, Local & District Sales and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located in.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: _____

Physical Address: _____

Phone: _____ FAX: _____ E-Mail: _____

Length of time at this location: _____ Number of Company Employees at this address: _____

If less than 6 month, list previous Riverside County location: _____

Business License # (where applicable): _____ - _____ Jurisdiction _____

Hours of Operation: _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc): _____

Signature of Company Official

Date

Submittal of false data will result in disqualification of local preference and/or doing business with Riverside County.