MEMORANDUM

Date: October 27, 2020

To: The Honorable Chairman and Members  
Pima County Board of Supervisors

From: C.H. Huckelberry  
County Administrator

Re: Kino South Sports & Entertainment Complex - Update on Solicitations for a Master Developer Partner

Background

The Kino South Sports Complex opening occurred on January 15, 2020 with the addition of 12 new rectangular sports fields, 20 pickleball courts and associated amenities on 85 acres of County-owned land south of Interstate 10. As work on these improvements were being completed, a process was initiated with the Procurement Department Design & Construction Division to conduct a two-step procurement solicitation for the selection of a Master Developer Partner for a Kino South Sports and Entertainment Complex on 87 undeveloped acres south of Interstate 10.

The County’s vision, based on a 2016 concept plan (Attachment 1), was to pursue development and operation of a new premier integrated sports and entertainment complex that provides opportunities complimentary to the existing 257-acre Kino Sports Complex facilities north of Interstate 10 and Ajo Way for sports tournaments, sports league play and practice, entertainment, concerts, and other events, alongside supporting mixed commercial components including hospitality, retail, restaurant and parking. Proposals involving some type of Public-Private Partnership (“PPP”) for the innovative planning, design, financing, construction, operation and maintenance of various components were desired.

Step One – Solicitation for Qualifications

On February 7, 2020, a Solicitation for Qualifications (SFQ) was published seeking qualified firms to provide the best innovative solution in accordance with requirements of the SFQ (Attachment 2). Respondents were required to submit Statements of Qualifications proposing specific uses and layouts, phasing of development, detailed schedule, financing methodologies, partnership arrangement(s), legal structure, revenue sharing potential and operational business plans for the sports, recreational and entertainment components. The experience, previous success, and financial capability of the potential master developer partner and its sub-partners was of paramount importance to the County, as well as the quality and feasibility of the proposed development.
Statements of Qualifications were originally due March 11, 2020, but due to the onset of the COVID-19 pandemic, the submittal date was ultimately extended to July 14, 2020. Two responsive submittals were received and evaluated by a seven-member Selection Committee, a three-member Finance subcommittee, and County Attorney review. Virtual interviews were conducted with both firms on August 20, 2020 and evaluated by the Selection Committee who determined that both firms would advance to the Step Two of the qualifications process.

**Step Two – Request for Proposal**

The Request for Proposal (RFP) was issued to both firms on September 2, 2020 (Attachment 3) with responses due September 25, 2020. Respondents were to expound upon their qualifications and ability to meet the County’s needs for the Kino South Sports and Entertainment Complex. Responses included a detailed Business Plan and the framework for a Master Developer Agreement.

The Selection Committee again evaluated and scored the responses of both firms and clarification questions were submitted to the highest ranked firm on October 9, 2020, with a response due October 16, 2020.

**Intent to Negotiate Best and Final Offer & Master Developer Agreement**

Based on the evaluation scoring by the Selection Committee, Knott Development, Inc. was deemed the highest ranked firm. A Notice of Intent was published on October 23, 2020 of the County’s desire to negotiate a Best and Final Offer and a Master Developer Agreement to be considered for award by the Board of Supervisors on or after December 1, 2020. As these negotiations occur, the process remains subject to confidentiality of the Procurement procedures. Upon conclusion of negotiations and subject to reaching agreement with Knott Development, Inc., a final Business Plan and proposed Master Developer Agreement will be provided to the Board of Supervisors in advance of the meeting where approval to award is being sought.

CHH/anc

Attachments (3)

C: Jan Lesher, Chief Deputy County Administrator
   Carmine DeBonis Jr., Deputy County Administrator for Public Works
   Michelle Campagne, Director, Finance Department
   Mary Jo Furphy, Director, Procurement Department
   Reenie Ochoa, Director, Stadium District and Kino Sports Complex
SOLICITATION FOR QUALIFICATIONS

MASTER DEVELOPER – PARTNERSHIP

KINO SOUTH SPORTS & ENTERTAINMENT COMPLEX

TUCSON, ARIZONA

February 7, 2020

Pima County Procurement Department
Design & Construction Division
130 West Congress Street, Third Floor
Tucson, Arizona 85701
(520) 724-3727 / Fax (520) 724-4434

SFQ-PO-2000017
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NOTICE OF SOLICITATION FOR QUALIFICATIONS
SFQ-PO-2000017
MASTER DEVELOPER - PARTNERSHIP

KINO SOUTH SPORTS & ENTERTAINMENT COMPLEX

The Pima County Stadium District (the “District”), together with Pima County, hereinafter (“County”), is seeking Statements of Qualifications (“SOQ”) for a Master Developer Partner for development of the Kino South Sports & Entertainment Complex (the “South Complex”). The South Complex is part of the overall Kino Sports Complex facility spanning an area from north of Ajo Way to south of Interstate 10. County is looking for an experienced developer to expedite design and construction of the South Complex in a manner consistent with the County's vision and that takes advantage of the Commercial Development, Architectural, Engineering, and Construction industries’ ability to utilize innovative planning, design, financing and construction methods.

Scope of Services: The South Complex consists of 172 acres south of Interstate 10 which includes an already developed 85-acre rectangular sports field and courts facility, and an 87-acre undeveloped area that is available for master development. The South Complex is complimentary to the existing 257 acre Kino Sports Complex facilities north of Interstate 10 and Ajo Way. County’s vision is to incentivize, through a development partnership, the development and operation of a new sports and entertainment center that includes, at a minimum, a 10,000-seat stadium and an indoor multi-purpose court and event facility, as well as additional complimentary recreational facilities such as an exterior amphitheater or an ice rink; essentially a premier integrated entertainment and sports development that provides coordinated entertainment opportunities similar to the existing Kino Stadium for sports tournaments, sports league play/practice, concerts, local fundraisers, gem and mineral show space, and other events, alongside of complementary mixed commercial components.

County’s vision for the complementary mixed commercial components includes private hotels, restaurants, retail and entertainment venues, and a parking facility, which can be incorporated within and around any of the South Complex areas. County is interested in facilities that have flexible uses, are compatible with existing District facilities in the area, and will expand event space and increase year-round bookings to promote unique economic development outcomes—a sports-tourism Mecca, a vacation destination that will attract families and companies from outside the community, and an entertainment and recreational destination providing refreshing new opportunities for local residents. County intends that the South Complex provide certain public-recreational components that will be operated in a manner, and with use fees, that retain their availability for use by the general public along with similarly operated existing District facilities.

Qualified master developers must propose specific uses and layouts, phasing of development with a detailed schedule, financing methodologies, partnership arrangement(s), legal structure for the various components of the development (ground lease(s), land conveyances, etc.), revenue sharing potential and operational business plans for the sports, recreational and entertainment components of the Complex. The experience, previous success, and financial capability of the Master Developer Partner and its sub-partners will be of paramount importance, as well as the quality and feasibility of the proposed development. County is open to proposals involving some type of Public-Private Partnership (“PPP”) for the public-recreational and other various components of the Complex.

County reserves the right to reject any and all qualification statements or withhold the award for any reason.

SOLICITATION DOWNLOAD: https://vendors.pima.gov/
REFERENCE DOCUMENT WEBSITE: http://www.pima.gov/KinoSFQ
SOQ DUE DATE/TIME: March 11, 2020, at or before 4:00 PM Local Tucson Time
LOCATION: Procurement Department, 130 W. Congress Street, 3rd Floor, Tucson, AZ

PRE-SUBMITTAL MEETING: February 27, 2020, 10:00 AM Local Tucson Time
LOCATION: Veteran’s Memorial Stadium, 2500 East Ajo Way, Tucson, AZ 85713
(Enter through Gate B)
A Site Visit to the South Complex will follow the Pre-Submittal Meeting.

DIRECT QUESTIONS IN WRITING TO: Matthew Sage, CPPB; Procurement Officer
Fax: 520-724-4434 / E-mail: Matthew.Sage@pima.gov

PUBLISH: The Daily Territorial: February 7, 10, 11, and 12, 2020

Pima County One Stop often has design professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. Call (520) 243-6700 or contact One Stop at http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=28947
SECTION 1 – INTRODUCTION

1.1 Contracting Overview

The Pima County Stadium District (the “District”), together with Pima County, hereinafter (“County”), is seeking Statements of Qualifications (“SOQ”) for a Master Developer Partner for development of the Kino South Sports & Entertainment Complex (the “South Complex”). The South Complex is part of the overall Kino Sports Complex facility spanning an area from north of Ajo Way to south of Interstate 10. County is looking for an experienced developer to expedite design and construction of the South Complex in a manner consistent with the County vision and that takes advantage of the Commercial Development, Architectural, Engineering, and Construction industries’ ability to utilize innovative planning, design, financing and construction methods.

Scope of Services: The South Complex consists of 172 acres south of Interstate 10 which includes an already developed 85-acre rectangular sports field and courts facility, and an 87-acre undeveloped area that is available for master development. The South Complex is complimentary to the existing 257-acre Kino Sports Complex facilities north of Interstate 10 and Ajo Way. County’s vision is to incentivize, through a development partnership, the development and operation of a new sports and entertainment center that includes, at a minimum, a 10,000-seat stadium and an indoor multi-purpose court and event facility, as well as additional complimentary recreational facilities such as an exterior amphitheater or an ice rink; essentially a premier integrated entertainment and sports development that provides coordinated entertainment opportunities similar to the existing Kino Stadium for sports tournaments, sports league play/practice, concerts, local fundraisers, gem and mineral show space, and other events, alongside of complimentary mixed commercial components.

County’s vision for the complementary mixed commercial components includes private hotels, restaurants, retail and entertainment venues, and a parking facility, which can be incorporated within and around any of the South Complex areas. County is interested in facilities that have flexible uses, are compatible with existing District facilities in the area, and will expand event space and increase year-round bookings to promote unique economic development outcomes—a sports-tourism Mecca, a vacation destination that will attract families and companies from outside the community, and an entertainment and recreational destination providing refreshing new opportunities for local residents. County intends that the South Complex provide certain public-recreational components that will be operated in a manner, and with use fees, that retain their availability for use by the general public along with similarly operated existing District facilities.

Qualified master developers must propose specific uses and layouts, phasing of development with a detail schedule, financing methodologies, partnership arrangement(s), legal structure for the various components of the development (ground lease(s), land conveyances, etc.), revenue sharing potential, and operational business plans for the sports, recreational and entertainment components of the Complex. The experience, previous success, and financial capability of the Master Developer Partner and its sub-partners will be of paramount importance, as well as the quality and feasibility of the proposed development. County is open to proposals involving some type of Public-Private Partnership (“PPP”) as defined below, for the public-recreational and other various components of the Complex.

County will utilize a two-step procurement for selection of a Master Developer Partner. In the event of a tie or ties, committee consensus may be used to determine final award.

This Solicitation for Qualifications (SFQ) invites Respondents to submit SOQs describing in detail their technical and financial qualifications to perform the requested Services. The issuance of this SFQ is the first step in a two-step procurement process being conducted pursuant to A.R.S. §§ 11-254.04, 11-932, and 48-4203 (Enabling Law). ONLY THOSE FIRMS THAT RESPOND TO THIS SFQ AND ARE SHORT-LISTED BY THE EVALUATION COMMITTEE IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SFQ AND THE ENABLING LAW (STEP 1), WILL BE ISSUED A REQUEST FOR PROPOSAL (RFP) AND INVITED TO SUBMIT A PROPOSAL IN RESPONSE TO THE RFP (STEP 2).
PURSUANT TO THE ENABLING LAW, THREE (3) FIRMS WILL BE SHORT-LISTED AS ELIGIBLE TO PARTICIPATE IN THE RFP STAGE OF THIS PROCUREMENT.

By utilizing a Master Development Partnership approach, County expects to secure substantial benefits for its taxpayers and customers. These benefits include aggressive project design and construction scheduling, optimal risk allocation, competitive design selection, clear assignment of performance responsibilities with Master Developer Partner, long-term facility operations and maintenance efficiencies, optimal revenue sharing and cost savings. Other expected benefits include the full integration of key design, construction, operations, maintenance and quality assurance personnel in all aspects of the Complex development. County’s intent in developing this SFQ and the subsequent RFP is to encourage qualified firms to provide the best innovative solution for the Complex in accordance with the requirements of this SFQ and the subsequent RFP. The technical requirements for the Complex will be presented in the RFP. The presentation of technical requirements in this SFQ is for general understanding only, and is not necessarily indicative of RFP requirements.

1.2 Glossary.

Unless otherwise defined in this SFQ, all capitalized words, abbreviations, and terms used herein shall have the meanings set forth in this SFQ.

1.2.1 Abbreviations

The following abbreviations are used in this document:

- **DB**: Design-Build
- **DBFOM**: Design-Build-Finance-Operate and Maintain
- **RFP**: Request for Proposals
- **SBE**: Small Business Enterprises
- **SFQ**: Solicitation for Qualifications
- **SOQ**: Statement of Qualifications

1.2.2 Definition of Terms

The following terms are used in this document:

- **Acceptance**: The Contractual Agreement will establish the criteria for Acceptance by County, which shall include, but not be limited to, successful completion of the Complex.

- **Clarification**: Limited exchange with a Respondent to resolve minor or clerical errors in an SOQ or to clarify certain aspects of the SOQ such as the relevance of past performance information or adverse past performance information regarding which the Respondent has not had the opportunity to respond.

- **Communications Protocol**: The communications protocol for this competitive procurement process, as discussed in Section 3.3 and set forth in Attachment 1.

- **Company**: The Selected Proposer with whom County enters into a Contractual Agreement. The term “Company” is used to refer to the Selected Proposer after approval and execution of the Contractual Agreement.

- **County**: Pima County, Arizona.
District

Pima County Stadium District

Enabling Law

A.R.S. §§ 11-254.04, 11-932, and 48-4203

Evaluation Committee

The committee established pursuant to the Enabling Law by County and responsible for evaluating the SOQs, short-listing Respondents and subsequently evaluating Proposals and determining the Selected Proposer.

Final Technical Proposal

The Proposer’s response to the technical and other non-price elements of the RFP, which shall include the Proposer’s technical design details and management approach for the performance of the Contractual Agreement. The Final Technical Proposal will be submitted separately from the Price Proposal in a separate envelope or box so marked.

Guaranty Agreement

The contract between County and the Project Guarantor in which the Project Guarantor irrevocably and unconditionally guarantees to County the Company’s payment and performance obligations under the Contractual Agreement. A form of the Guaranty Agreement will be included in the RFP.

Master Developer Partner

Through a Development Agreement, the Master Developer Partner is responsible for the planned development of the land. This would include, but is not limited to, infrastructure and utilities planning, site preparation, environmental engineering and remediation, the identification of uses and users, and the potential building of product for tenants. The Master Developer Partner is responsible for managing the development and disposition of sites from planning to final buildout, overseeing site preparation and infrastructure development, financing, marketing, and asset management. The Master Developer Partner and Pima will delineate their roles, relationship, and responsibilities in an appropriate written partnership agreement.

Preliminary Technical Proposal

The Proposer’s preliminary response to the technical and other non-price elements of the RFP, including comments on the draft Contractual Agreement, which will be the subject of discussions between the Proposer and County.

Procurement Officer

The individual designated in Section 3.3 who will serve as County’s point of contact for all communications concerning this SFQ.

Project

Kino South Sports & Entertainment Complex (the “South Complex”).
**Project Guarantor**
The entity that will irrevocably and unconditionally guarantee to County the Company’s payment and performance obligations under the Contractual Agreement. The Project Guarantor may be either the Company or the entity that will execute the Guaranty Agreement.

**Proposal**
The documents submitted by a Proposer in response to the RFP, which consists of the Final Technical Proposal and Price Proposal.

**Proposers**
Short-listed Respondents who submit a Proposal in response to the RFP.

**Public Private Partnership**
A contractual agreement between one or more governments/public agencies and one or more private sector or nonprofit partners for the purpose of supporting the delivery of public services or financing, designing, building, operating and/or maintaining a certain Project. This may include revenue sharing, public infrastructure investment and/or operating agreements.

**Respondent**
The individual firm(s), partnership(s), corporation(s), joint venture or combination thereof, submitting an SOQ for the Complex.

**RFP Evaluation Criteria**
Criteria and standards, which constitute the basis for evaluating and scoring Proposals. RFP Evaluation Criteria will be defined in the RFP.

**SFQ Evaluation Criteria**
Criteria and standards set forth in Section 4 of this SFQ, which constitute the basis for the Evaluation Committee’s evaluation of the SOQs and determination of the Short-listed Respondents.

**Selected Proposer**
The Proposer receiving the highest score under the RFP Evaluation Criteria and which is recommended by County.

**Short-listed Respondents**
Those Respondents deemed to be the most qualified by the Evaluation Committee based on the SFQ Evaluation Criteria.

**Significant Subcontractors**
The following members of the Respondent’s proposed team: the lead design professional engineering firm, the firm primarily responsible for construction, and the operator for the site.
1.3 Procurement Process Overview

County will conduct the following steps for this procurement:

- SFQ process
  - The SFQ process is detailed in Section 3 – Procurement General Information, 3.9 SFQ Consultant Shortlist Process
- RFP Process issued to Short-listed Respondents
  - In response to the RFP, Proposers will first submit Preliminary Technical Proposals. Following the submittal of Preliminary Technical Proposals, the Evaluation Committee may conduct discussions with each Proposer concerning the Preliminary Technical Proposals.
  - RFP Proposal Evaluation
    - Final Technical Proposals and Price Proposals received in response to the RFP will be evaluated and scored using the RFP Evaluation Criteria and scoring method that will be included in the RFP.
    - In applying the scoring method, the Evaluation Committee will first evaluate the Final Technical Proposals, and only after evaluating and scoring the Final Technical Proposals will the Price Proposals be opened, evaluated and scored. With respect to the assessment of the Proposer’s financial capacity during the proposal evaluation phase of the procurement, this assessment will focus on whether the Proposer has experienced a material decline in financial strength during the period after short-listing of Respondents and the submittal of proposals. The Selected Proposer will be the Proposer receiving the highest score under the RFP Evaluation Criteria and the scoring method defined in the RFP.

- Selection Schedule
  - The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the Procurement Officer immediately.

  Pre-Submittal Meeting: February 27, 2020 at 10:00 a.m.
  Comments/Question Deadline: March 4, 2020
  Due Date Statements of Qualifications: March 11, 2020 at 4:00 p.m.
  Interview Notification: Tentatively, week of April 13, 2020
  Interviews: Tentatively, week of April 27, 2020
  Shortlist Notification: Tentatively, week of April 27, 2020
  RFP issue with Contractual Agreement: Tentatively, week of June 1, 2020
  Contractual Agreement Execution: Tentatively July/August 2020
  Notice to Proceed: Tentatively August/September 2020

End of Section 1 – Introduction
SECTION 2 – PROJECT SPECIFIC INFORMATION

2.1 Project Background

In 1991, the Pima County Board of Supervisors adopted a resolution to create the Pima County Stadium District ("District") to manage Kino Sports Complex, originally built to serve two-team Major League Baseball Spring Training. The District is a tax-levying, public improvement district and political taxing subdivision of the state of Arizona. District, in conjunction with Pima County government, maintains the fiscal resources of the entire Kino Sports Complex including facilities, grounds, personnel and the various services provided at the venue.

The entire Kino Sports Complex including the north, main, and south campuses is the largest venue in Pima County for youth, amateur and professional sports, concerts, and community events. The fields of this natural grass complex can be adjusted for various sports and uses including baseball, soccer, football, rugby, lacrosse and others. The main baseball complex includes the 11,000-seat Kino Veterans Memorial Stadium, seven (7) full-size baseball fields, three (3) clubhouses and parking. The north soccer complex includes the 2,900-seat North Stadium, which is home to the FC Tucson soccer club, a 1,000-seat North Grandstand field, four (4) additional multi-use long turf fields, and a clubhouse with parking. The South Complex includes twelve (12) multi-use long turf fields, 20 Pickleball courts, concessions, locker rooms and supporting facilities with expansion room for up to six (6) more fields. (Refer to Attachment 2(h)).

2.2 Community Profile and Background Information

In 2014, Pima County ("County") purchased 167 acres of vacant land. The total cost was $8.75 million. An additional 5 acres of land previously set aside as a drainage easement has also been allocated for this new development, for a total of 172 acres at the South Complex. The site is adjacent to the existing Kino Sports Complex across Interstate 10 and lies between the Benson Highway on the south and Kino Parkway on the west. County acquired the site for the expansion of the Kino Sports Complex and development of a regional sports tournament facility. In January 2020, the new rectangular fields and courts at South Complex opened, leaving the remaining 87 acres of land for development of complimentary mixed commercial and entertainment uses.

Today, the Kino Sports Complex attracts dozens of large-scale events and tournaments. The complex is home to FC Tucson, a minor league soccer team, and provides spring training facilities for several international baseball teams including the KT Wiz, SK Wyverns, Kiwoom Heroes, and the Tijuano Toros. Mexican Baseball, including Obregon and Mexicali and the NC Dinos come for fall training as well as the Tucson Invitational Games that host Division 2, Division 3 and Junior College teams for a month long spring training event. In addition, the complex hosts the annual Gem & Mineral Show, the World of Lights holiday light theme park, KFMA spring and fall concerts, and the Mexican Baseball Fiesta. The site is versatile and can easily transition from event space to baseball and softball diamonds to long fields to accommodate these varied users. Kino Sports Complex’s revenues have fully recovered following the departure of Major League Baseball in 2008 and now exceed those of the spring training era. Kino Sport Complex utilization continues to grow and currently boast bookings 340 out of 365 days of the year, including 48 weekends of activities throughout the year.

Based on high utilization, it was recognized that adding additional fields would enhance the complex’s ability to host regional long-field tournaments. The Board of Supervisors purchased the South Complex site to develop these facilities. The County worked with Sports Facilities Advisors (SFA) to collect data from the region’s sports teams, managers, owners, and promoters. The information was used to develop a pro forma and economic impact analysis of the viability of a future facility and determine the mix of uses with the greatest potential to produce revenues. That information informed the concept development of the site completed by a local land planning consultant, The Planning Center, which is included in Attachment 2 (a. Pima County Memo, dated 5/30/17). These planning efforts concluded that centralization of long-field sports in the South Complex would provide expansion opportunities for additional baseball and softball activities in the central complex.

The Kino Sports Complex is located within the City of Tucson and owned by Pima County. This site is incorporated into a City-approved Planned Area Development (PAD) that provides a flexible design and implementation tool.
for phased mixed-use development based on market conditions and the conceptual land use plan prepared for the South Campus. This PAD is available at this link:

https://www.tucsonaz.gov/files/pdsd/pdfs/PlannedAreaDevelopmentAndOverlay/KinoPAD.pdf

Site development is permissible in a manner consistent with the site goals as defined in this PAD, and provides the necessary flexibility for the wide range and variety of potential development proposals with generally similar concepts.

2.3 Tucson Demographics related to Kino Development

The District is the public entity responsible for the development, operation and management of the entire Kino Sports Complex. The District is a tax-levying, public improvement district and political taxing subdivision of the State of Arizona, funded primarily from car rental and hotel/motel taxes. The South Complex is an important component of the regional sports and tourism infrastructure within Pima County. Diversification and expansion of sports attractions in Pima County has been an important goal of the County adopted economic development plans since 2012. Development of the Kino South Project represents a significant advancement of this goal.

Development of the Kino South Project has been coordinated with planned improvements along the Interstate 10 corridor. The Arizona Department of Transportation (ADOT) has several interchange improvements that will improve access to this site, including a new interchange planned for Country Club Road, improvements to the current Kino Parkway interchange, and the ability to connect the existing Kino North Sports Complex with the new Kino South Project via a tunnel under Interstate 10. Easy access to both Interstate 10 and Interstate 19, and proximity to the Tucson International Airport, make the location highly attractive for drawing regional and national sports tournaments. There is a significant amount of average daily traffic (ADT) adjacent to the site including along I-10 adjacent to the site ADT of 102,000, Kino Parkway’s ADT is 29,000 while Benson Highway has 19,000. The Kino South Project also ties in well with other development projects in this area creating a synergy of economic development activity. The University of Arizona Tech Park at the Bridges and Tucson Marketplace at the Bridges developments northwest of the Kino site are complementary economic drivers in the area, included in Attachment 2 (c. Bridges-Kino Redevelopment Map). The Project is located in a federally designated Opportunity Zone, see Section 2.8 below.

The Kino South Project provides an ideal setting not duplicated in any other location in Pima County or Southern Arizona. This site reaches 442,827 residents of Pima County within a twenty-minute drive based on 2016 census data. Within reach of this twenty-minute buffer zone (or less) is Downtown Tucson, the Tucson International Airport, Davis-Monthan Air Force Base (DMAFB), El Con Mall, Park Mall and many regional tourist attractions such as the Pima Air and Space Museum and Tucson Mountain Park. With over 286 days of sunshine on average Pima County and Tucson’s Kino Stadium enjoy activity 52 weeks each year. In 2017-2018 key performance indicators show the area hosted over 60 events, 46,882 room nights and over $23.7 million in economic impact. Expanding opportunities include rugby, baseball, senior games, pickleball, soccer and other long field sports.

To find other relevant tourism or economic development information pertinent to the local Pima County Region, please consider the following link to Visit Tucson at https://www.visittucson.org/ or Sun Corridor at https://www.suncorridorinc.com. Please find the most recent STR (star) report included in Attachment 2(g).

2.4 Project Overview / Development Goals / Scope of Services

The goals for development of the Complex are divided into two categories: Community Goals and Economic Goals. These are identified below.
Community Goals

- Integrate Healthy Community principles and support active recreation
- Pedestrian and bicycle friendly
- Meet County sports goals, including creation of the premier sports and entertainment Complex in Southern Arizona
- Attract regional and national sporting events
- Provide opportunities for low income youth sport recreation and skills training
- Sustainability goals, including LEED-level silver (non-certified) construction preferred
- Expand partnership opportunities with others, such as
  - Special, Senior, and Para Olympics
  - University of Arizona–soccer, rugby, and hockey
  - Banner/TMC VA Hospital
  - City of Tucson, City of South Tucson and other regional jurisdictions
  - Visit Tucson and Sun Corridor Inc.

Economic Goals

- Spur redevelopment
- Stimulate economic development and expand employment opportunities
- Recruit youth sports tournaments
- Create a sustainable mixed use commercial/hospitality site that supports the sport and event functions (i.e. increases ability to have complimentary services conveniently located)
- Compliment other nearby retail, academic, residential, and professional office development with a major recreation and hospitality Complex.
- Generate new tax revenues (i.e. increase tourism-related revenues both for the Stadium District and the region, including revenue sharing and bed/sales/property taxes)
- Expand entertainment options by providing more variety, as well as providing amenities desirable to attract and retain the knowledge employees sought by new/major employers in our region.
- Cooperate/collaborate with regional partners and stakeholders (e.g. City of Tucson, City of South Tucson, University of Arizona, Visit Tucson, Sun Corridor Inc., key non-profits, and property owners/developers with business interests in the area on both sides of I-10 from the I-19 Interchange extending east to Country Club and beyond) where the most rapid growth of residential and industrial use is projected for the community.
- Leverage Master Developer Partnership to advance the goals enumerated

2.5 Project Deliverables

The Complex is intended to attract a variety of tournament-level sports and provide Tucson with a venue for entertainment. The facilities must tie-in to the existing Kino Sports facility and have connectivity to The Chuck Huckleberry Loop. The new South Complex site will become part of and compliment the larger Kino Sports Complex with connectivity to the existing facilities. An economic analysis was prepared using the SFA pro forma list of facilities and can be found in Attachment 2(a). Below is the minimum list of desired improvements and amenities for the site. Other opportunities integral to successfully developing the Master Development Concept vision should be included in submitted responses as needed.

- Multi-use Stadium and associated amenities (8,000 – 10,000 seats)
- Indoor Multi-Purpose Sports and Event facility
- Parking Facility
- Mixed Commercial Support including (but not limited to):
  - Hotels
  - Restaurants
  - Related Retail
  - Entertainment Facilities
2.6 Project Site

The Project Site is owned by County and is located south of Interstate 10 in Tucson. The Project may use all or a portion of the site. Site Maps are included in Attachment 2. Any locations labeled as future can be considered for use by the Master Developer in their response.

County owns the land for the Project and is willing to consider sale or lease to the Selected Proposer. The Selected Proposer may own the Project equipment, supplies and materials associated with the Project in accordance with the Contractual Agreement. Upon termination of the Project, any improvements will be handled in accordance with the Contractual Agreement requirements.

County’s preference is that day-to-day operations be coordinated through the Kino Stadium District to ensure the entire Complex operates cohesively. The Master Developer Partner should propose how they would achieve and maintain this coordination in a sustainable fashion. The Master Developer’s operation plan should detail how this project will provide a public use benefit component. The County will consider the ability to support low income and youth sports development, particularly within the neighboring communities, positively.

2.7 Project Budget

The SFA pro forma determined the cost of the entire Kino Tournament facility at $55 million in 2016. The pro forma prepared by SFA shows a 1.85:1 return on investment based on the recommended combination of uses. The economic impact from their pro forma is $26.2 million from direct spending annually based on a $109 average daily expenditure rate. Visitor days are estimated at more than 239,000 annually and hotel rooms at more than 52,000. County is open to a phased approach to develop the South Complex site.

Responses should detail how the Master Developer Partner will utilize an innovative and creative approach to achieve the vision for the Complex. In a partnership, each party brings something to the table. County has elements of significance to offer: the land and the proximity and availability of the existing Kino Sports Complex, public infrastructure investments, as well as the tax revenues of the District. These valuable assets reflect only a fraction of the likely total cost of the site’s development and ongoing operations and maintenance. Respondents are expected to provide additional financial support, which if combined with County and District resources or incentives, will enable full development and operation of the South Complex and may include recreational components and revenue sharing.

2.8 Opportunity Zone

This Site located within an established Federal Opportunity Zone. A map of the Opportunity Zones identified by the Arizona Commerce Authority can be found in Attachment 2(f). The Opportunity Zones program is designed to incentivize capital investments in low-income communities nationwide. County urges Respondents to consult with knowledgeable tax and legal resources to clearly identify the Opportunity Zone requirements and benefits that would apply to this project.

2.9 Reference Documents Available

Attachment 2 contains a listing of available reference documents for this Project. Respondents may access these documents at http://www.pima.gov/KinoSFQ.

County makes no representation as to the accuracy or completeness of any of the information set forth in the reference documents. Respondents should recognize that County, through the solicitation process, seeks private-sector expertise in the development of the Project. To the extent that any reference documents include design solutions or related information, such information does not necessarily represent the optimal or specific Project features that may be included and cannot be relied upon for compliance with the requirements of the this project.
2.10 Enabling Law

Master Developer Partner shall comply with A.R.S. A.R.S. §§ 11-254.04, 11-932, and 48-4203.

2.11 Small Business Enterprise and Equal Opportunity Requirements

County, as a matter of policy, encourages the participation of qualified Small Business Enterprises (SBE) in response to this SFQ.

End of Section 2 – Project Specific Information
SECTION 3 – PROCUREMENT GENERAL INFORMATION

3.1 CONFIDENTIALITY AND DISCLOSURE: Responses to this SFQ shall be considered privileged communications as to technical, financial, and institutional Content until award of the Contract. Until that time, pursuant to the Enabling Law, only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under the Enabling Law, the County must agree with your claim of confidentiality before any material may be withheld from disclosure.

3.2 INTENT TO RESPOND: Firms that intend to submit SOQs should notify COUNTY as soon as possible of their intent by email to Matthew.Sage@pima.gov.

3.3 COMMUNICATIONS PROTOCOL: County is committed to a fair and open process for interested parties to receive information about the Project and this competitive procurement. Due to the significant potential market interest in this Project, County has established the Communications Protocol set forth as Attachment 1. All Respondents shall comply with the Communications Protocol with respect to all communications relating to the Project and this competitive procurement process. Failure to comply with the Communications Protocol may result in disqualification from participation in this competitive procurement process in the sole discretion of County.

As set forth in the Communications Protocol, all questions, requests for information and clarifications from interested parties, Respondents and their representatives shall be made in writing to the Procurement Officer at the following address:

Matthew Sage, CPPB – Procurement Officer
Pima County Procurement Department, Design & Construction Division
130 W. Congress, 3rd Floor
Mail Stop DT-AB3-126
Tucson, AZ 85701-1317
Matthew.Sage@pima.gov or Fax (520) 724-4434

3.4 CLARIFICATIONS / AMENDMENTS: Any clarifications or interpretations of this SFQ that materially affect or change the scope or intent will be issued via amendment https://vendors.pima.gov/. Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify Respondents of the posting of amendment(s); however, it cannot guarantee that every potential Respondent will be notified each time. Therefore, it is the responsibility of all Respondents to check the website periodically for amendment(s) and to obtain this information in a timely manner. Failure to include acknowledgment of all amendment(s) may be cause for rejection of the SOQ. No oral interpretations shall be made to any Respondent as to the meaning of any of the solicitation documents, or be effective to modify any of the provisions of the solicitation documents. Oral interpretations of the solicitation documents are not binding on the County.

3.5 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its SOQ in response to this SFQ, Respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm will require subjective judgments by County.
3.6 **PRE-SUBMITAL MEETING:** The date and time of a pre-submittal meeting, if applicable, is indicated on the Notice of Solicitation for Qualifications page of this document. The purpose of this meeting will be to clarify the contents of this SFQ in order to prevent any misunderstandings of County’s position. Any questions regarding this SFQ should be presented to County at this meeting. This facility is wheelchair accessible. Upon request, ten (10) working days prior to bid opening, a signer will be provided for the hearing impaired.

3.7 **SUBMISSION OF QUALIFICATIONS:** County will receive and timestamp SOQs at the date, time and location described as follows, late submittals will NOT be accepted:

**March 11, 2020**
**4:00 PM Tucson Local Time**
**Pima County Procurement Department, Design & Construction Division**
**130 W. Congress Street, 3rd Floor**
**Tucson, Arizona 85701**

SOQs received after the due date and time as noted on the Notice of Solicitation for Qualifications page of this document will be returned to the Respondent unopened. No late submittals of SOQs will be accepted. County will not acknowledge or receive SOQs that are delivered by facsimile (fax), or electronic mail (e-mail). Properly submitted SOQs will not be returned to Respondents. Failure to follow SFQ submittal guidelines and instructions shall result in SOQ rejection.

3.8 **SUBMITTAL:** Respondents shall submit one (1) hardcopy original, seven (7) hardcopies, and one (1) identical electronic copy on a CD or Flash Drive in a single document .pdf format of their SOQs as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The submittal shall be delivered in a sealed envelope and clearly marked with the Firm Name, Name and Number of the SFQ, Due Date, and Time addressed to: Pima County Procurement Department, Design & Construction Division, Attn: Matthew Sage, CPPB; Procurement Officer, 130 W. Congress Street, 3rd Floor, Tucson, AZ 85701.

3.9 **SFQ CONSULTANT SHORTLIST PROCESS:**
   A. This SFQ is the first step in the procurement process for the selection of a Master Developer Partner. To be eligible to submit a Proposal in response to the forthcoming RFP, a response must be received to this SFQ and the Respondent must be short-listed by County’s Evaluation Committee and an RFP issued to the Short-listed Respondent. Only those Respondents that have been short-listed by the Evaluation Committee will be eligible to submit Proposals in response to the RFP. Submission of a SOQ responsive to the SFQ will require, among other things that the Respondent affirmatively declare its intention to participate in the RFP and Proposal process as outlined in Section 4. In addition, SOQs are required to comply with Section 5 of this SFQ.
   B. The evaluation of the SOQs shall be based on the requirements described in this SFQ and pursuant to the Enabling Law. All properly submitted responsive SOQs will be evaluated and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee. SOQs shall not include any information regarding Respondent’s fees, pricing, person-hours or other cost information.
   C. A “Selection Committee” will be comprised of Representatives from: The Kino Stadium District, Pima County Public Works Administration, Pima County Real Property, Pima County Economic Development, Pima County Attractions and Tourism, and an outside agency. A Procurement Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee. Master Developers are cautioned that the 'point-of-contact' (listed in item 3.3 of this SFQ) is the only person that shall be contacted regarding this SFQ and SOQs. Any contact by the Master Developer team members with any other individuals, including those from the Selection Committee and their organizations, may result in the Team’s SOQ being declared non-responsive and not eligible for further consideration.
E. This committee will evaluate initial SOQs based upon evaluation of the selection criteria and relative weight of the selection criteria published in this SFQ, conduct interviews with at least three (3) but no more than five (5) short-listed firms for which the interview selection criteria and weighting of the selection criteria which is found in Section 4 and will be communicated to interviewing firms in the interview notice. Based on the combined results of both the interview process and the evaluation of statements of qualifications submitted in response to the SFQ, the selection committee will recommend the three (3) most qualified firms to continue to the RFP phase. The selection committee may not consider fees, price, man-hours or any other cost information in the selection or order of preference.

3.10 SFQ SELECTION SCHEDULE: The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with participation in the selection should be made known to the Procurement Officer immediately.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Submittal Meeting</td>
<td>February 27, 2020 at 10:00 a.m.</td>
</tr>
<tr>
<td>Comments/Question Deadline</td>
<td>March 4, 2020</td>
</tr>
<tr>
<td>Due Date Statements of Qualifications</td>
<td>March 11, 2020 at 4:00 p.m.</td>
</tr>
<tr>
<td>Interview Notification</td>
<td>Tentatively, week of April 13, 2020</td>
</tr>
<tr>
<td>Interviews</td>
<td>Tentatively, week of April 27, 2020</td>
</tr>
<tr>
<td>Shortlist Notification</td>
<td>Tentatively, week of April 27, 2020</td>
</tr>
</tbody>
</table>

3.11 EXPENSES OF THE RESPONDENTS. County accepts no liability for the costs and expenses incurred by the Respondents in responding to this SFQ, the forthcoming RFP, responses to clarification requests and discussion meetings, and resubmittals, and any other activities included as part of this procurement process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from County or from any of its employees, advisors or representatives for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the SOQ or Proposal, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense.

3.12 COUNTY’S RESERVATION OF RIGHTS: County may evaluate the SOQs based on the anticipated completion of all or any portion of the Project. County reserves the right to divide the Project into multiple parts, to reject any and all SOQs and re-solicit for new SOQs, or to reject any and all proposals and temporarily or permanently abandon the SFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this SFQ for any project and no such representation is intended or should be construed by the issuance of this SFQ.

3.13 WAIVER OF CLAIMS: Each Respondent in submitting an SOQ is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of said Respondent’s submission.

3.14 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply. (This does not preclude a Respondent from using consultants.) County will contract only with the individual firm or formal organization that submits an SOQ.

3.15 JOINT VENTURES: Respondents that submit a SOQ as a Joint Venture must include a copy of any Joint Venture Agreement at the time of submittal naming Pima County as a third party beneficiary of the Joint Venture Agreement. The Joint Venture must be validly formed as an Arizona corporation, partnership, or other separate legal entity (a “Joint Venture Entity”) with the Joint Venture Entity registered as a Vendor with Pima County at the time of submittal. The SOQ must be executed by all of the Joint Venture participants or by one Joint Venture participant with a letter of authorization from the other Joint Venture participants. In the event the Joint Venture is the highest qualified proposal and is awarded the project,
but the Joint Venture has failed to validly form a Joint Venture Entity with the Joint Venture Entity registered as a Vendor with Pima County at the time of submittal, the Joint Venture participants will execute a single Contract with Pima County with each Joint Venture participant as a separate Consultant under the Contract. Each such Consultant will be jointly and severally liable for performance under the Contract.

3.16 SUSPENSION / DEBARMENT: By submitting its SOQ in response to this SFQ, Respondent is certifying that neither it nor any of its principals are debarred or suspended or under consideration for suspension or debarment by any federal, state or local government or agency. If a Respondent is not able to so certify, the Respondent must submit a letter that identifies the agency involved and a contact and explains why Respondent is suspended or debarred or being considered for suspension or debarment.

The County Board of Supervisors or Procurement Director reserves the right to reject the SOQ of any persons or corporations who have previously defaulted on any Contract with Pima County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in Pima County Code Chapter 11.28 and 11.32.

3.17 PROTESTS: An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

3.18 PIMA COUNTY ONESTOP SYSTEM: Pima County One Stop often has professional and administrative staff, managers, and experienced construction supervisors and workers available for immediate hire. They also assist in hiring workforce for the hospitality and entertainment entities that we hope to attract to the Project. Call (520) 243-6700 or contact One Stop at http://webcms.pima.gov/cms/one.aspx?portalId=169&pageId=18397

3.19 VENDOR REGISTRATION: County’s internet-based vendor registration system is VSS (Vendor Self Service Portal). This system allows Vendors to create and maintain their own Vendor record online using a standard internet browser. The internet link for County’s Vendor Registration is located on the Procurement Department website at www.pima.gov/procure. The selected Respondent must register in VSS.

3.20 NON-COLLUSION: Each Respondent, by submitting an SOQ, is certifying that the Respondent has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free and open competition in connection with this SFQ.

End of Section 3 – Procurement General Information
SECTION 4 – STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Respondents shall carefully read the information contained in the following criteria and submit a complete SOQ to all questions in Section 4 formatted as directed in Section 5. The following evaluation criteria will be used in the evaluation of firms. The response should address each item in the order presented below. Incomplete Qualifications will be considered non-responsive and subject to rejection. The evaluation of the qualifications will be based on the submissions received as required by Section 4 of this SFQ, correspondence with Respondent teams and personnel references and analysis of other publicly available information and information otherwise made available to County. Respondents shall submit all information in accordance with Section 4 and Section 5 of this SFQ. County, at its sole discretion, shall have the right to seek clarifications from each of the Respondents. County intends to review the SOQs for responsiveness to the requirements of this SFQ and to evaluate all responsive SOQs according to the following criteria and weighting:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TOTAL POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmittal Letter</td>
<td>No Points</td>
</tr>
<tr>
<td>Respondent Team Qualifications</td>
<td>50 Points</td>
</tr>
<tr>
<td>Relevant Project Team Experience</td>
<td>75 Points</td>
</tr>
<tr>
<td>Team Project Delivery Approach</td>
<td>225 Points</td>
</tr>
<tr>
<td>Team Financial Qualifications</td>
<td>150 Points</td>
</tr>
<tr>
<td>Small Business Enterprise Utilization</td>
<td>N/A</td>
</tr>
<tr>
<td>Professionalism of SOQ</td>
<td>(up to negative 10 Points)</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS – SOQ</td>
<td>500 POINTS</td>
</tr>
<tr>
<td>Interviews</td>
<td>500 POINTS</td>
</tr>
</tbody>
</table>
Transmittal Letter

Each SOQ must include one (1) fully executed SOQ and notarized Transmittal Letter (Attachment 3) from the Respondent acknowledging, among other things, that the Respondent has completely reviewed and understands and agrees to be bound by the requirements of this SFQ. The SOQ Transmittal Letter commits the Respondent, if short-listed, to submit a Proposal, in response to the RFP (Step 2), and shall further state that (a) all information and statements contained in the SOQ are current, correct and complete; (b) the SOQ is provided fairly, without collusion or fraud. Finally, the SOQ Transmittal Letter must contain a listing of all firms which are part of the Respondent’s Project team and designate a contact person for all communications to and from County with respect to this procurement. The SOQ Transmittal Letter must also identify the Respondent's Project Guarantor.

The SOQ Transmittal Letter must be signed by a representative of the Respondent who is empowered to sign such material and to commit the Respondent to the obligations contained in the SOQ (the “Designated Signatory”). The Certificate of Authorization (Attachment 4 to the SOQ Transmittal Letter) attesting to such authorization must also be submitted with the SOQ Transmittal Letter. If the Respondent is a partnership, one or more of the general partners shall sign the SOQ. If the Respondent is a corporation, an authorized officer shall sign his or her name and indicate his or her title beneath the full corporate name. If the Respondent is a joint venture, each firm in the joint venture shall sign the SOQ Transmittal Letter and include a copy of the Joint Venture Agreement. Anyone signing the SOQ as agent must file with it legal evidence of his or her authority to execute such SOQ. The Designated Signatory shall sign all forms that require the signature of the Respondent.

Pursuant to the Enabling Law, those members of the Respondent’s team responsible for leading the design and construction services for the Project must be appropriately registered and licensed pursuant to Arizona Revised Statute Title 32, Chapter 1 and Title 32, Chapter 10, respectively.

Respondent Team Qualifications (50 Points)

1. Include a description of the Respondent, i.e., the form of business structure (corporation, partnership, joint venture, etc.) that will serve as the contracting party (Master Developer Partner). (5 Points)

2. Provide the name and business address of each partner (including limited partners), officer, and stockholder (where applicable) who own five percent (5%) or more of the shares. Include a description of the type of entities that will develop and operate the Project (e.g. corporation, LLC, joint venture, non-profit, etc.) and a list of other owners of interest that may provide equity to the ownership entities and the estimated percentage of ownership of each. (5 Points)

3. Describe, in graphic form (organization chart), the proposed Project Team assignments, lines of authority and communication for all firms included in the Respondent’s team. (10 Points)

4. Provide a brief description, background, and responsibility of each of the key team members that will be directly involved in the Project. At a minimum, the SOQ shall identify the parties that will undertake the roles for Master Developer Partner, planning, significant partnerships including development partners, obtaining financing, and may include key team members relating to permits, design, construction, operation and maintenance (including all repair and replacement). For each key team member, include: (20 Points)
   a. Unique qualifications
   b. Industry certifications and experience
   c. Length of time practicing in profession
   d. Licenses and certifications
   e. Familiarity with sports entertainment facilities
   f. Specific vendors, hospitality chains or other key team members
5. Provide full resumes of key personnel in Appendix 1 (including the following types of roles: Master Developer Partner, Financial Partner(s), Program Manager, Planner, Design Manager, Construction Manager, Operations Manager, etc.). Resumes should not exceed two (2) pages. (5 Points)

(Note: the County intends to contractually obligate the Respondent to assign those named in the SOQ to the Project for its duration. Changes may not be made without the County’s written permission.)

6. Applicant’s capacity and intent to proceed without delay if selected for this work. (5 Points)

**Relevant Project Team Experience (75 Points)**

1. Respondent must demonstrate successful experience with projects similar to that being undertaken and described in this SFQ, i.e. Master Planning/Development of public sports and entertainment centers, and/or commercial centers. Respondents should list all similar projects completed in the last ten (10) years and provide a current reference for each project that includes a brief project description, and contact information for the client for whom the Respondent performed the work. Failure to provide references or failure to list comparable projects may be grounds for disqualification, at County’s sole discretion. County reserves the right to contact provided references. (10 Points)

2. Select two (2) representative projects from those listed above and provide the following project information:
   a. Project name, description including final land use definition, parcel size, delivery method, and financing method
   b. Public Partner or Client Contact Information
   c. Original project budget/final costs; planned completion date, actual completion date, planning / design duration; construction duration (phasing information if applicable).
   d. Narrative regarding scope/schedule/budget variances between original concept and final product
   e. Narrative of project highlighting utilization of individual strengths of project team, any innovative efforts, phasing, incorporation of value engineering or any other facets of the project which highlights the qualifications of individuals proposed by the team.

   Although these projects may be located in the United States or abroad, emphasis shall be on experience in the United States. (40 Points / 20 Points per Project)

3. Demonstrate how the Project Return on Investment (ROI) and benefits to the local community were achieved in projects identified in #2 above; discuss business decisions behind concepts and uses within the development and discuss outcomes. (25 Points)

**Team Project Delivery Approach (225 Points)**

1. Master Planning / Development Planning (25 Points)
   Referring to Section 2.4, please incorporate the Community and Economic Goals when discussing your approach to the following:
   a. Describe how your team’s experience with financing and building large PPP developments that has lead to successful, fiscally viable, vibrant built environments. This should discuss balance of commercial facilities as well as how hospitality and site balance will be developed with public recreational activities. (10 Points)
   b. Describe experience in developing Master Plans related to Sports and Entertainment Facilities. Include team member expertise in planning, and discuss other similar facilities that have been successfully planned by the team. Demonstrate planned centers that successfully hosted local, regional, and national events. (5 Points)
   c. It is critically important to understand not only this site at Kino South, but also the remainder of the Kino Stadium District (including the north and main campus), and nearby development sites. Please describe how this master plan will be planned to fit within the context of Kino Stadium, the immediate surrounding neighborhoods, and the desert southwest. Discuss both opportunities and challenges that you would choose to incorporate into your approach. (10 Points)
2. **Design Experience (50 Points)**
   Provide engineering and design experience for the development and implementation of sports entertainment facilities serving the public and incorporating similar features based on Section 2 – Project Specific Information.
   a. Identify the team members responsible for key aspects of the design (i.e., architectural, structural, mechanical, process, instrumentation, QA/QC, etc.). For each key design team member identified, provide the following: (25 Points)
      i. Length of time with the firm
      ii. Indicate current licenses and registrations.
      iii. Design experience in PPP projects, including Master Developments
      iv. Experience with innovative design solutions for sports entertainment facilities, particularly in desert environments.
   b. Demonstrate how the Design Professional will achieve a teamwork atmosphere while working on this project. Include any information on past history of collaboration between the project manager, Contractor, other relevant subconsultants and owners. Show how the team will communicate with emphasis on sharing of files/drawings, accountability and responsibilities. Describe in detail the firm’s approach to potential management issues with the Contractor. (25 Points)

3. **Construction Experience (70 Points)**
   Provide experience with construction management, construction and maintaining quality control of construction, of large-scale sports and entertainment facilities based on Section 2 – Project Specific Information.
   a. For each key construction team member identified, provide the following: (25 Points)
      i. Length of time with the firm
      ii. Indicate current licenses and registrations.
      iii. Construction-related experience in PPP projects, including Master Developments with innovative solutions for sports entertainment facilities, particularly in desert environments.
   b. Who will be responsible for developing and maintaining the Cost Model and estimating throughout the Project? What methods and resources are used to develop the Cost Model? How will areas of work be estimated where the intent has been defined but the scope of work has not been documented? (25 Points)
   c. How will you support the integration of buildability (i.e. elimination of waste and inefficiency in labor and materials) into the design? How will key subcontractors and suppliers be integrated into buildability of the design? (20 Points)

4. **Project Approach (80 Points)**
   a. Describe your team’s project management approach and team organization during planning, design and construction phase services. Describe systems used for planning, scheduling, estimating, and managing construction, including phasing of the overall site development. Briefly describe the firm’s experience on quality control, dispute resolution, and safety management. (10 Points)
   b. Describe in detail your team’s strategy for working with project stakeholders. For example, what specific strategies will be applied to coordinate/facilitate/encourage interagency involvement, utility coordination, drainage, access, etc. for the project? What methodology will be used to evaluate the success and/or need to modify this strategy as necessary to assure the interaction is effective? (10 Points)
   c. Discuss how your firm will interact with the proposed team, stakeholders, County, District, and other interested parties as the Master Developer Partner. Include how your firm will ensure subleases or partners are responsive and stay on the track in terms of time, quality and cost. This development may include multiple contract approaches which is designed to be the most flexible
for Respondents as possible. Please define how you will approach contracting (ground lease, land conveyance, development agreement, sub leasing, DBFO(M), etc.). **(25 Points)**

d. Describe how your firm will partner on this project to meet the challenges presented. Provide specific areas within the planning and financial process where you see opportunities and benefits of a PPP for this project. **(20 Points)**

e. What impact will your project approach have on the tourism economy? If lodging is proposed, how many overnight stays will it generate in Pima County during the next ten (10) years? How did you arrive at that estimate? **(5 Points)**

f. Describe your approach specifically to the Operations and Maintenance of the facilities being proposed. Describe ability to support low income and youth sports development, particularly within the neighboring communities within your organization’s operating plan. **(10 Points)**

**Team Financial Questions (150 Points)**

**Preliminary Project Business Plan (90 Points)**

Respondents shall submit with their SOQ a Preliminary Project Business Plan (“Plan”). This Plan should demonstrate the Respondent’s business and financial resources to meet the community and economic goals as stated in Section 2 County will evaluate the Plan and economic benefits that will accrue to County.

The Selection Committee will evaluate the Preliminary Project Plan of the submittal based on the following criteria:

1. **Business Plan (60 points)**
   a. How clear and comprehensive is the Plan? (12 points)
   b. Are all the project financial participants identified along with their role in the project? (12 points)
   c. Clearly define all areas of financial responsibility? (12 points)
   d. Demonstrate a balanced business plan that identifies potential Project Revenues and Expenses in order to meet County community and economic development initiatives. (12 points)
   e. Does the Responder’s proposed strategy demonstrate how to maximize return on investment for the best Project value? (12 points)

2. **Business Revenue Risk (30 points)**
   a. Have the business partners planned for long-term success? (20 points)
   b. Is the Project sustainable over the long term? (10 points)

**Team Financial Qualifications (60 Points)**

Each Respondent shall furnish the financial information requested below. If a consortium, a joint venture, or a partnership submits an SOQ, the SOQ shall identify the parties and relationships and each participating firm of such consortium, joint venture, or partnership and shall provide full disclosure information regarding their financial strength as specified in this subsection. If the Respondent is not a public company, it shall provide independently audited financial statements and may request that the County treat the information confidentially. If any such party has been in existence less than three (3) years, the information shall be provided for the period of its existence.
Please furnish the following financial information for the Respondent as listed below. If any of this information is not provided, the reason for its omission shall be described.

- Provide annual audited financial reports for the last four (4) years (most recent year plus the previous year), prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), and all relevant notes to the financial statements. If the Proposer is a newly formed entity and does not have independent financial statements, financial statements for the equity owners shall be provided (and the Proposer shall expressly state that the Proposer is a newly formed entity and does not have independent financial statements).
- The Proposer shall identify any information, which it believes is entitled to confidentiality, by placing the word “confidential” on each page.
- Demonstrate ability to obtain and maintain the insurance required of the Lessee/Developer for the Project, as evidenced by insurance coverage maintained by the Respondent for comparable projects.
- Demonstrate ability to obtain the necessary financing to develop the Project as proposed. County will be interested in knowing how Respondent plans to obtain Project financing and what representations the SOQ has made, or is planning to make, in its financial pro forma for the Project to obtain such financing.
- Provide the most recent Form 10-K and Form 10-Q filed with the Securities and Exchange Commission ("SEC"). If one or more of the parties are not regulated by the SEC, then the most recent audited financial report for each such party.
- Completion of the “Financial Resources Data” (Attachment 5). The data presented within this form will be compared to the audited financial statements and used to assess the financial strength and stability of each Respondent, focusing on profitability and growth, solvency, efficiency, market strength and ratings from credit agencies. The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are directly comparable among Respondents.
- Provide any credit reports, credit bulletins, or other published statements by recognized rating agencies (Standard & Poor’s Rating Services, Moody’s Investor Services, Fitch Ratings, Dun and Bradstreet and Value Line) that have been issued or published within the past three (3) years.
- Completion of two (2) “Bank Credit Reference” forms (Attachment 6) by banks providing services to the Respondent.
- Any additional information of the Respondent that is believed to be appropriate in fully reflecting the financial strength of the Respondent. For example, the prospectus or offering statement for the Respondent’s latest security or equity offering can be provided.
- Respond to the Direct Financial Questions provided in “Financial Inquiry” (Attachment 7) and include it with their SOQ. Particular attention will be paid to responses to those questions that speak to the Respondent’s ability to meet the financial obligations of a long-term Contract, including history of bankruptcies, material adverse changes in the Respondent’s financial position, criminal conduct and any bars to bidding in Arizona, or any other state. To the extent that any of these questions are answered in a manner that indicates that any of these unfavorable factors or events are present or have occurred, it is the Respondent’s sole responsibility to: 1) describe in detail the unfavorable factor or event; and 2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent’s ability to honor its contractual commitments.

Failure to provide any of the above information without adequate explanation is cause for rejection of the Respondent at the sole discretion of the County.

If any of the financial information is not in the English language, then a certified English translation shall be provided, including numeric conversion of amounts into U.S. dollars.
The Selection Committee will evaluate the Financial Strength of the submittal based on the following criteria:

1. **Financial Resources (15 points)**
   a. Did the Respondent provide all requested documentation or provide adequate explanation if something was omitted? (2 points)
   b. Did the Respondent's audited financial statements receive an unqualified opinion for the past four (4) years? (1 point)
   c. Did the Respondent's audited financial statements mention any going concern issues? (3 points)
   d. Did Respondent demonstrate the ability to obtain adequate insurance? (3 points)
   e. Did Respondent demonstrate ability to obtain adequate financing? (3 points)
   f. Does the Respondent have pending Claims, which may undermine their ability to perform? (3 points)

2. **Credit Ratings (15 points)**
   a. Did Respondent submit two (2) Bank Credit Reference Forms? (6 points total/ 3 points per form)
   b. Did Respondent receive positive responses to all questions asked on the Bank Credit Reference Forms? (3 points)
   c. Where does the Respondent and Project Guarantor credit rating fall? (3 points)
      i. Prime
      ii. High Medium Grade
      iii. Upper Medium Grade
      iv. Low Medium Grade
   d. Overall, what was the ranking of the financial stability or credit worthiness of the Respondent and Project Guarantor? (3 points)
      i. Excellent
      ii. Good
      iii. Satisfactory
      iv. Poor

3. **Financial Resources (15 points)**
   a. Profitability and Growth (Return on Revenue, Return on Assets, Return on Net Worth, etc.)? (3 points)
   b. Solvency (Total Net Worth, Current Liability Coverage, Leverage Ratio, etc.)? (3 points)
   c. Efficiency (Total Assets to Revenues, Revenue to Net Working Capital, etc.)? (3 points)
   d. Market Strength (Market to Book Ratio, Price to Earning Ratio, etc.)? (3 points)
   e. Evidence of the ability to meet the funding needs of this Project? (3 points)

4. **Direct Financial Questions (15 points)**
   a. Material Adverse Changes in Financial Position – Has the Respondent listed and described any material historical, existing or anticipated changes in financial position of the Respondent including (3 points):
      i. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
      ii. A change in tangible net worth of 10% of shareholder equity;
      iii. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
      iv. A change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
      v. Inability to meet conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
vi. In the current and three most recent completed fiscal years, the affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;

vii. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition over the past three years or may be pending for the next reporting period.

b. Completion of Contracts – Has the Respondent or any Significant Subcontractor failed to complete any contract, or has any contract been terminated due to alleged poor performance, default, or litigation. If so, describe the circumstances. (3 points)

c. Violation of Laws – Has the Respondent or any Significant Subcontractor been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages? If so, describe the circumstances. (3 points)

d. Debarred from Bidding – Has the Respondent or any Significant Subcontractor been debarred, or are under consideration for debarment, on public contracts by the federal government or by any governmental entity in Arizona or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal or administrative process? (3 points)

e. Conflicts of Interest – Has the Respondent listed and described any engagements between the Respondent, or any of its affiliates with any of the persons and firms listed in this SFQ within the last 5 years. (3 points)

Interviews/Discussions

Interviews/Discussions will be held pursuant to the Enabling Law. County shall establish a short-list of at least three (3) but no more than five (5) firms, to advance to interviews. Before interviews/discussions are held, firms selected will be provided with the selection criteria and relative weights of the selection criteria to be used in selection. The Respondent with the highest average of the interview and written score

Firm’s selected for interviews should be prepared to present to the Evaluation Committee. The Procurement Department will provide additional details to the invited firms including date and time of the interview on or about fourteen (14) calendar days prior to interviews.

County will provide an agenda or outline in advance of the interview covering any additional requirements to be addressed by the invited firms.
SECTION 5 – STATEMENT OF QUALIFICATIONS FORMAT

5.1 GENERAL INSTRUCTIONS

5.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this SFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of County’s needs.

5.1.2 Suggested page count for the Statements of Qualifications shall be FORTY (40) PRINTED PAGES.

5.1.2.1 The following do not count toward the suggested 40 page count: cover, Transmittal Letter, Certificate of Authorization, Financial Resource Data Form, Bank Credit References, Financial Inquiry Form, introductory letter, table of contents, divider sheets, and Joint Venture Agreement (if any) and any information requested in the Appendices listed below.

5.1.2.2 Appendix ‘1’ may contain Resumes (preferably not more than two (2) page plus copies of Professional Registration(s) of key personnel, and any subconsultants who will perform these services.

5.1.3 All pages shall be printed on one side only. For typewritten pages, the minimum font size is 10 point. Black ink is preferred, but color may be used for specific emphasis.

5.1.4 Respondents shall carefully read the information contained in this SFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.

5.1.5 Qualifications and any other information submitted by Respondents in response to this SFQ shall become the property of the County.

5.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the SFQ documents, or irregularities of any kind are subject to rejection by the County, at its option.

5.1.7 County makes no representations of any kind that an award will be made as a result of this SFQ. County reserves the right to accept or reject any or all Qualifications, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this SFQ when deemed to be in County's best interest.

5.1.8 Qualifications shall consist of answers to questions identified in Section 4 of the SFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

5.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

5.2 PAGE SIZE, BINDING, DIVIDERS, AND INDEX TABS:

5.2.1 Qualifications shall be printed on letter-size (8-1/2” x 11”) paper and assembled with comb or spiral-type bindings.

5.2.2 Additional attachments (except for those placed in Appendix ‘1’ and as requested by this SFQ) shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 4 of this SFQ will be used by the County for evaluation. Additional pamphlets, brochures or other marketing material not labeled as answering a portion of the SFQ will not be considered for evaluation.
5.2.3 Separate and identify each criteria response to Section 4 of this SFQ by use of a divider sheet with an integral tab for ready reference.

5.3. **TABLE OF CONTENTS:**

5.3.1 Submittals should include a “Table of Contents” and give page numbers for each part the Qualifications.

5.4 **PAGINATION:**

5.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc).

End of Section 5 – Format for Statement of Qualifications
ATTACHMENT 1 – COMMUNICATIONS PROTOCOL

INTRODUCTION
This procurement is being conducted in accordance with A.R.S. §§ 11-254.04, 11-932, and 48-4203 and relevant provisions of the County Code. This Communications Protocol is intended to maintain the integrity of the procurement process and maximize the benefits of a fair and open competitive process by establishing guidelines for permitted communications related to the procurement. This Communications Protocol applies for the duration of the procurement process, including both the SFQ phase and the RFP phase that will be followed to establish a Master Developer Partner. This Communications Protocol includes three components:

- A statement of Communication Objectives;
- An identification of Key Project Contacts;
- Guidelines on Project Information Accessibility.

COMMUNICATION OBJECTIVES
County is committed to a fair and open competitive process that allows all interested parties reasonable and fair access to information about the procurement for the Project. In this context, County will work to:

- Achieve fair distribution and access to relevant information for interested parties;
- Avoid unfair “insider” information going to any firm, or the appearance of such;
- Provide regular information updates regarding the status of the Project; and
- Provide thorough, prompt responses, if warranted, to parties with questions or concerns related to the Project.

All interested parties, including the Respondents to the SFQ (Respondents) and the short-listed Respondents (Proposers) and any of their representatives, will be required to manage their communications in a manner consistent with this Communications Protocol. Failure to comply with this Communications Protocol may result in the disqualification of a Respondent or Proposer from the procurement process.

KEY PROJECT CONTACT
County requires that all questions, requests for information and clarifications from interested parties, Respondents and Proposers and any of their representatives be made in writing directly to the Procurement Officer at the following address:

Matthew Sage, CPPB – Procurement Officer
Pima County Procurement Department, Design & Construction Division
130 West Congress, 3d Floor
Mail Stop DT-AB3-126
Tucson, Arizona 85701-1317

Comments, questions and requests for information may also be submitted via email or fax to:

Matthew.Sage@pima.gov
cc: Terri.Spencer@pima.gov
Fax: (520) 724-4434

Email is the preferred medium for these communications.

After publication of the SFQ, no interested party, Respondent or Proposer, including any of their representatives, may contact any County official, employee, or representative, or any consultant or other agent involved with this procurement other than the Procurement Officer concerning in any way this procurement.

Respondents and Proposers are advised that only those communications directed through the Procurement Officer may be subject to the confidentiality provisions set forth in A.R.S. §§ 11-254.04, 11-932, and 48-4203.
PROJECT INFORMATION ACCESSIBILITY
In order to ensure equal access to information and foster a professional competitive environment for the Project, County will develop and issue solicitation documents through the Vendor Self Service (VSS) portal:

Vendor Self Service Portal – https://vendors.pima.gov/

These documents will provide interested parties with the information necessary to prepare responsive SOQs. County provides the following guide for firms wishing to acquire information on the Project:

Written Documentation
Procurement and reference documents relating to the Project will be made available on the Procurement and Reference Document websites respectively for access and download by any interested party. An initial listing of available background materials is provided in this SFQ. An updated list of available reference documents will be maintained on Pima County Procurement Design and Construction website.

Reference Documents – http://www.pima.gov/KinoSFQ

Solicitation Related Materials
This SFQ and all amendments will be published on County’s Vendor Self Service Portal listed above. Reference Documents will be available at the site listed above.

It is the responsibility of each Respondent to ensure that they have obtained and incorporated all Amendments into their response. County assumes no responsibility or liability whatsoever for the distribution of Amendments to Respondents.

Only those firms asked to submit a proposal will receive the RFPs. State legislation limits the number of firms short-listed to three (3) firms.

Additional Presubmittal Meetings
Due to the Complex nature of these SFQ documents, County may host one (1) or more additional presubmittal meetings during the SFQ and RFP procurement phases. Formal announcements and meeting notes about these sessions and conferences during the SFQ and RFP procurement phases will be posted and updated in the Vendor Self Service Portal.

End of Attachment 1 – Communications Protocol
ATTACHMENT 2 – REFERENCE DOCUMENTS

DISCLAIMER

The following is the list of reference documents on the Kino South Sports & Entertainment Complex project which are available to Respondents. These documents are being provided to Respondents solely for their informational purposes only, and this list shall not be considered an appropriate or exhaustive list of all the information necessary for a Respondent to meet the obligations of this SFQ. Not all the recommendations, conclusions, findings, analyses, results or views expressed in the background documents have been approved or endorsed by the County, and accordingly, should not be construed as representing the policy of the County.

County neither makes any representation or warranty with respect to, nor assumes any responsibility for the completeness or the accuracy of, the reference documents. Respondents are solely responsible for conducting their own independent research and due diligence for the preparation of their statements of qualifications and the subsequent delivery of services. No information derived from any part of the reference documents, the SFQ or from the County or any of its agents, employees, contractors, advisors or consultants, shall relieve the Company from any risk or from fulfilling all terms of the SFQ.

a. Pima County Memo, Dated 05/30/17 including SFQ Pro Forma and Economic Analysis  
b. Preliminary Estimated Budget Projection Range  
c. The Bridges-Kino Redevelopment Map  
d. Commercial Parcel Listing  
e. Conceptual Site Plan  
f. Arizona Commerce Authority Opportunity Zone Census Tracts – May 2018  
g. STR Trend Report, Report #1092684_SADIM, created June 13, 2019  
h. Kino Sports Complex South Brochure

End of Attachment 2 – Referenced Documents
ATTACHMENT 3 – STATEMENT OF QUALIFICATIONS TRANSMITTAL LETTER
(To be typed on Respondent’s Letterhead)

[Date]
Title
Pima County Department
Street
City, State, Zip

Re: Statement of Qualifications for Pima County Kino South Sports & Entertainment Complex

______________________________ (the “Respondent”) hereby submits its Statement of Qualifications (“SOQ”) in response to the Solicitation for Qualifications (“SFQ”) for the Pima County Kino South Sports & Entertainment Complex (“SFQ”) issued by Pima County (the “County”) on as amended.

As a duly authorized representative of the Respondent, I hereby certify, represent, and warrant, on behalf of the Respondent team, as follows in connection with the SOQ:

1. The Respondent acknowledges receipt of the RFQ and the following amendment:

   Amendment No. | Date
   ---------------|---------
   ____________________________ | ____________________________

2. The submittal of the SOQ has been duly authorized by, and in all respects is binding upon, the Respondent.

3. The Respondent has completely reviewed and understands and agrees to be bound by the requirements of the SFQ, including all amendments thereto.

4. By signing this Transmittal Letter, Signator represents that the firm and assembled team have the financial resources and staff availability to complete this project. The Certificate of Authorization submitted as an attachment to this Transmittal Letter evidences the individual’s authority to bind the Guarantor.

5. All information and statements contained in the SOQ are current, correct and complete, and are made with full knowledge that the County will rely on such information and statements in determining whether to pre-qualify the Respondent in accordance with this SFQ.

6. The SOQ has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the SFQ.

7. Neither the Respondent, the Guarantor, a Participating Entity nor any Project team member is currently suspended or debarred from doing business with any governmental entity.

8. The Respondent has reviewed all of the engagements and pending engagements of the Respondent and the Guarantor, and no potential exists for any conflict of interest or unfair advantage.

9. No person or selling agency has been employed or retained to solicit the award of the Contractual Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the Respondent or the Guarantor.
10. The principal contact person who will serve as the interface between County and the Respondent for all communications is:

NAME: ________________________________
TITLE: ________________________________
ADDRESS: ________________________________
PHONE: ________________________________
FAX: ________________________________
E-MAIL: ________________________________

11. The key technical and legal representatives available to provide timely response to written inquiries submitted, and to attend meetings requested by County are:

Technical Representative:
NAME: ________________________________
TITLE: ________________________________
ADDRESS: ________________________________
PHONE: ________________________________
FAX: ________________________________
E-MAIL: ________________________________

Legal Representative:
NAME: ________________________________
TITLE: ________________________________
ADDRESS: ________________________________
PHONE: ________________________________
FAX: ________________________________
E-MAIL: ________________________________

________________________________________
Name of Respondent

________________________________________
Name of Designated Signatory

________________________________________
Signature

________________________________________
Title

End of Attachment 3 – Statement of Qualifications Transmittal Letter
ATTACHMENT 4 – CERTIFICATE OF AUTHORIZATION*

I, ____________________, a resident of _____________________ in the State of ________________________,
DO HEREBY CERTIFY that I am the Clerk/Secretary of _________________________________, a corporation
duly organized and existing under and by virtue of the laws of _______________________; that I have custody
of the records of the corporation; and that as of the date of this certification, ___________________ holds the title
of ___________________ of the corporation, and is authorized to execute and deliver in the name and on behalf
of the corporation the Statement of Qualifications (“SOQ”) submitted by the corporation in response to the SFQ-
PO-2000017 for the Pima County Kino South Sports & Entertainment Complex issued by Pima County,
Arizona on <Date>, as amended; and all documents, letters, certificates and other instruments which have been
executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this
____________________ day of __________ 2020.

(Affix Seal Here)

___________________________________
Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as
part of the SOQ. Respondents shall make appropriate conforming modifications to this Certificate in the event that
the signatory’s address is outside of the United States.

End of Attachment 4 – Certificate of Authorization
### ATTACHMENT 5 – FINANCIAL RESOURCES DATA

**Company Name:** ________________________________

<table>
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<tr>
<th>Item</th>
<th>Data</th>
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<th>2017</th>
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<td>Operating Revenues</td>
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<td>B</td>
<td>Operating Expense (not including Depreciation and Amortization)</td>
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<td>Depreciation and Amortization</td>
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<tr>
<td>D</td>
<td>Operating Income (A-B-C)</td>
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<td>E</td>
<td>Net Income</td>
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<td>Total Assets</td>
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<td>I</td>
<td>Current Liabilities</td>
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<td>Net Worth (Equity) (F-H)</td>
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<td>No. of Outstanding Shares (as of 12/31)</td>
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<td></td>
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<tr>
<td>M</td>
<td>Unrestricted Cash Balance</td>
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<td></td>
</tr>
</tbody>
</table>

The Respondent shall complete SFQ Submittal Form Financial Resources Data.

**End of Attachment 5 – Financial Resources Data**
ATTACHMENT 6 – BANK CREDIT REFERENCE

Please provide the following information for the Respondent. Also, sign and date the form.

Bank Reference for _______________________________ (“Company”)

Name of banking organization: _______________________________

Address: ________________________________________________

Contact Individual: ________________________________

Phone: _______________________________ Fax: _______________________________

Please answer the following questions:

1. Has your organization extended credit to the Company in the past five years?

2. Has the Company ever defaulted on a loan with your institution?

3. Has the Company’s credit history included any instances of delinquent payments?

4. To your knowledge, has the Company ever filed for bankruptcy or been involved in any bankruptcy proceedings?

5. To your knowledge, have any of the corporate officers of the Company ever been in default on a loan?

6. To your knowledge, has any creditor ever filed any criminal charges against the Company?

7. Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution.

8. Overall, how would you rank the financial stability or credit worthiness of the Company (e.g. excellent, good, satisfactory, poor)?

______________________________________________
Signature

______________________________________________
Date

End of Attachment 6 – Bank Credit Reference
ATTACHMENT 7 – FINANCIAL INQUIRY

Respondent please provide the following information, additional pages maybe attached if necessary. Please sign and date the form.

Material Adverse Changes in Financial Position
List and describe any material historical, existing or anticipated changes in financial position of the Respondent including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, and/or divestitures.

------------------------------------------------------------

------------------------------------------------------------

Completion of Contracts
Has the Respondent or any Significant Subcontractor failed to complete any contract, or has any contract been terminated due to alleged poor performance, default, or litigation? If so, describe the circumstances.

☐ Yes ☐ No

If Yes, Please describe the circumstances.

Violation of Laws
Has the Respondent or any Significant Subcontractor been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages? If so, describe the circumstances.

☐ Yes ☐ No

If Yes, Please describe the circumstances.

Debarred from Bidding
Has the Respondent or any Significant Subcontractor been debarred, or are under consideration for debarment, on public contracts by the federal government or by any governmental entity in Arizona or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal or administrative process?

☐ Yes ☐ No

If Yes, Please describe the circumstances.

Conflicts of Interest
List and describe any engagements between the Respondent, or any of their affiliates with any of the persons and firms listed in this SFQ within the last 5 years?

Signature

Date

End of Attachment 7 – Direct Financial Questions
REQUEST FOR PROPOSAL
MASTER DEVELOPER – PARTNERSHIP
KINO SOUTH SPORTS & ENTERTAINMENT COMPLEX
TUCSON, ARIZONA

RFP DUE DATE/TIME: September 25, 2020, at or before 4:00 PM Local Tucson Time
LOCATION: Procurement Department, 150 W. Congress Street, 5th Floor, Tucson, AZ
Late submittals will NOT be accepted

DIRECT QUESTIONS IN WRITING BY: September 15, 2020, at or before 4:00 PM Local Tucson Time
TO: Matthew Sage, CPPB, Procurement Officer
Fax: 520-724-4434 / E-mail: Matthew.Sage@pima.gov

REFERENCE DOCUMENT WEBSITE: http://www.pima.gov/KinoSFQ

September 2nd, 2020

Pima County Procurement Department
Design & Construction Division
150 West Congress Street, Fifth Floor
Tucson, Arizona 85701
(520) 724-3727

RFP-PO-2100005
SECTION 1 – REQUEST FOR PROPOSAL GENERAL INFORMATION

1.1 STEP 2 – REQUEST FOR PROPOSAL (RFP) OVERVIEW: Step 2 – RFP, is intended to build upon the qualifications and ability to meet the County’s needs for the Kino South Sports and Entertainment District. As such, the response to this RFP should go beyond information provided in the qualifications stage by refining and/or adding to specific details, not just simply restating already provided information. This RFP will include a detailed business plan for the District development which will serve as the required Technical Proposal, referred to as the “Business Plan”. The goal of the County is to enter into a Master Developer Agreement, referred to as the “Agreement”, and use the Business Plan to drive the Agreement components. This Agreement will be structured as an overarching umbrella, setting the financing, expense/revenue pro forma, schedule, goals, terms, and metrics of the entire development including guidance on items such as how sub-agreements will be developed over time. The successful proposer will have an opportunity to adjust the Business Plan proposal during the discussions/clarifications period outlined in Section 1.7 to respond to Pima County’s comments and reach a Best and Final Offer. The Business Plan will become a part of the Agreement, and be used to set the majority of elements within the Agreement. Information provided in Step 1 – Solicitation for Qualifications (SFQ) is incorporated herein by reference.

RFP is two components:
1. Business Plan - Master Developer shall include all of the elements requested in Section 3. These elements are all critical, but can be organized by the Master Developer (MD) as needed to create the plan.
2. Master Developer Partnership Agreement.

1.2 Enabling Law
Master Developer Partner shall comply with A.R.S. A.R.S. §§ 11-254.04, 11-932, and 48-4203.

1.3 Small Business Enterprise and Equal Opportunity Requirements
County, as a matter of policy, encourages the participation of qualified Small Business Enterprises (SBE) in response to this RFP.

1.4 CLARIFICATIONS / AMENDMENTS: Any clarifications or interpretations of this RFP that materially affect or change the scope or intent will be issued via Amendment [https://vendors.pima.gov/]. Oral statements or clarifications shall be non-binding and without legal effect. The County will make an effort to notify Respondents of the posting of amendment(s); however, it cannot guarantee that every potential Respondent will be notified each time. Therefore, it is the responsibility of all Respondents to check the website periodically for amendment(s) and to obtain this information in a timely manner. Failure to include acknowledgment of all Amendment(s) may be cause for rejection of the Proposal. Oral interpretations of the solicitation documents are not binding on the County.

1.5 ACCEPTANCE OF EVALUATION METHODOLGY: By submitting its Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the “most qualified” firm will require subjective judgments by County.

1.6 SUBMITTAL REQUIREMENTS: Respondents shall submit one (1) hardcopy original, seven (7) hardcopies, and one (1) identical electronic copy on a Flash Drive in a single document .pdf format of their Proposal as further described in the Required Submittal Information and Evaluation Criteria Section of this document. The submittal shall be delivered in a sealed envelope and clearly marked with the Firm Name, Name and Number of the RFP, Due Date, and Time addressed to: Pima County
Procurement Department, Design & Construction Division, Attn: Matthew Sage, CPPB; Procurement Officer, 150 W. Congress Street, 5th Floor, Tucson, AZ 85701.

The County’s “time-stamp” will be the official time used to determine the timeliness of the submittal. Proposals received after the due date and time as noted on the Notice of Request for Proposal page of this document will be returned to the Respondent unopened. No late submittals of Proposals will be accepted. County will not acknowledge or receive Proposals that are delivered by facsimile (fax), or electronic mail (e-mail). Properly submitted Proposals will not be returned to Respondents. Failure to follow RFP submittal guidelines and instructions shall result in Proposal rejection.

Mandatory Wellness Screenings:
Pima County has implemented Wellness Checks in accordance with Administrative Procedure 23-54. In order to reduce the spread of COVID-19 and protect County employees and the public, mandatory body temperature testing is required of all persons who enter Pima County buildings. Anyone who has a temperature of 100.4 or higher will not be admitted to the building. Everyone who does not have a temperature above the allowable limit will be given a dated sticker to wear to show they have been screened. Anyone found in the building without that day’s sticker will be asked to return to the screening station for screening.

Mandatory Face Mask:
Pima County requires the use of face masks in accordance with Administrative Procedure 3-35. This Administrative Procedure is designed to improve public and employee safety during the COVID-19 pandemic. Everyone is required to wear a mask in all County facilities including common areas, lobbies, and elevators; in areas where proper physical distancing is not possible (less than six (6) feet); in areas where there is not a protective barrier; masks are not required in parking garages if the appropriate physical distancing is maintained. Anyone accessing County facilities may request a mask and the County will provide one.

1.7 RFP SHORTLIST PROCESS:
A. This RFP is the second step in the procurement process for the selection of a Master Developer Partner. County will evaluate the Business Plan and Agreement to determine which is the most advantageous to County considering conformity to the specifications, evaluation criteria stated in the Section 3 of the RFP, and other factors. In addition, Proposals are required to comply with Section 3 of this RFP.

B. County will evaluate Business Plans that are Responsive and Responsible as defined by the RFP. The evaluation of the Business Plan shall be based on the requirements described in Section 3 of this RFP and pursuant to the Enabling Law. All properly submitted responsive Business Plans will be evaluated and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee.

C. The “Selection Committee” will be comprised of Representatives from: The Kino Stadium District, Pima County Public Works, Pima County Project Management Office, Pima County Real Property, Pima County Economic Development, Pima County Attractions and Tourism, Pima County Finance and Risk Management, and an outside agency. A Procurement Officer from the Pima County Procurement Department, Design & Construction Division will act as the non-scoring Chair of the selection committee. Master Developers are cautioned that the Procurement Officer is the only person that shall be contacted regarding this RFP and Business Plan. Any contact by the Master Developer team members with any other individuals, including those from the Selection Committee and their organizations, may result in the Team’s Proposal being declared non-responsive and not eligible for further consideration.
D. Evaluation Discussions/Clarifications of Business Plan and Agreement: The County may conduct discussions/clarifications with responsible Offerors who submit a Business Plan and Agreement determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the Solicitation requirements and to clarify the Business Plan and Agreement details provided that they do not substantially change the intent of the solicitation.

County reserves the right to request additional information and/or clarification. Any clarification of a Proposal shall be in writing.

E. Best and Final Offer: In the event that County holds discussions and requests clarifications, County will issue a written request for Best and Final Business Plan and Agreement Proposal setting forth the date, time, and place for submission. If Offerors fail to respond to the request for Best and Final Proposal or fail to submit a notice of withdrawal, County will consider their immediate previous Business Plan and Agreement as their Best and Final Proposal.

F. Award Criteria: If County makes an award, County will enter into a Master Developer Partnership Agreement that incorporates the Business Plan by reference. The award will be based on the combined results of Step 1 – SFQ and Step 2 – RFP and which the County determines to be responsible and responsive to perform.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the RFP or RFP procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; and 4) to re-advertise for SOQs/Proposals previously rejected.

G. Recommendation for Award: If County makes an award, it will be to the Responsible and Responsive Offeror whose combined results of Step 1 – SFQ and Step 2 – RFP including the Business Plan and Agreement County determines to be the most advantageous taking into consideration the evaluation criteria, discussions, and Best and Final Offers in this RFP.

1.8 AWARD AUTHORITY:
The Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code.

1.9 AWARD NOTICE:
County will post a Notice of Recommendation for Award (NORFA) for RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the ranking of proposals. County will not provide results of this procurement in response to telephone inquiries.

1.10 RFP SELECTION SCHEDULE: The following represents anticipated milestone dates for the selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with participation in the selection should be made known to the Procurement Officer immediately.

<table>
<thead>
<tr>
<th>Comments/Question Deadline:</th>
<th>September 15, 2020 at 4:00 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date Request for Proposal:</td>
<td>September 25, 2020 at 4:00 p.m.</td>
</tr>
<tr>
<td>Discussions/Clarifications:</td>
<td>Tentatively, week of October 5, 2020</td>
</tr>
<tr>
<td>Best and Final Deadline:</td>
<td>November 2, 2020</td>
</tr>
<tr>
<td>Contract Award:</td>
<td>Tentatively, December 1, 2020</td>
</tr>
</tbody>
</table>
1.11 **EXPENSES OF THE RESPONDENTS.** County accepts no liability for the costs and expenses incurred by the Respondents in responding to this RFP, responses to clarification requests and discussion meetings, and resubmittals, and any other activities included as part of this procurement process. Each Respondent that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from County or from any of its employees, advisors or representatives for the costs and expenses associated with the process, including, but not limited to, costs of preparation of the Proposal, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense.

End of Section 1 – Request for Proposal General Information
SECTION 2 – PROPOSAL FORMAT

2.1 GENERAL INSTRUCTIONS

2.1.1 Business Plans and Agreements shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent’s ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of County’s needs.

2.1.2 Suggested page count for the Proposals shall be Eighty-Five (85) PRINTED PAGES.

2.1.2.1 The following do not count toward the suggested 85-page count: Master Developer Partnership Agreement sample, introductory letter, table of contents, divider sheets, and any information requested in the Appendices listed below.

2.1.3 All pages shall be printed on one side only. For typewritten pages, the minimum font size is 10 point. Black ink is preferred, but color may be used for specific emphasis.

2.1.4 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Business Plans and Agreements will be considered non-responsive and subject to rejection.

2.1.5 Qualifications and any other information submitted by Respondents in response to this RFP shall become the property of the County.

2.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the County, at its option.

2.1.7 County makes no representations of any kind that an award will be made as a result of this RFP. County reserves the right to accept or reject any or all Business Plans and Agreements, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in County’s best interest.

2.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question; however, it is essential to reference the question number with the corresponding answer.

2.1.9 Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal.

2.2 PAGE SIZE, BINDING, DIVIDERS, AND INDEX TABS:

2.2.1 Qualifications shall be printed on letter-size (8-1/2” x 11”) paper and assembled with comb or spiral-type bindings.

2.2.2 Additional attachments (except for those placed in Appendix ‘1’ and as requested by this RFP) shall NOT be included with the Proposal. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the County for evaluation. Additional pamphlets, brochures or other marketing material not labeled as answering a portion of the RFP will not be considered for evaluation.

2.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.
2.3. **TABLE OF CONTENTS:**

2.3.1 Submittals should include a “Table of Contents” and give page numbers for each part the Proposal.

2.4 **PAGINATION:**

2.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc).

End of Section 2 – Proposal Format
SECTION 3 – REQUEST FOR PROPOSAL EVALUATION CRITERIA

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 2. The following evaluation criteria will be used in the evaluation of firms. The response should address each item in the order presented below. Incomplete responses may be considered non-responsive and subject to rejection. The evaluation of the Business Plan and Agreement will be based on the submissions received as required by Section 3 of this RFP, correspondence with Respondent teams and personnel references and analysis of other publicly available information and information otherwise made available to County. County, at its sole discretion, shall have the right to seek clarifications from each of the Respondents. County intends to review the Business Plans and Agreements for responsiveness to the requirements of this RFP and to evaluate all responsive Business Plans and Agreements according to the following criteria and weighting:

<table>
<thead>
<tr>
<th>SECTION</th>
<th>TOTAL POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Plan</td>
<td>630 Points</td>
</tr>
<tr>
<td>Project Governance</td>
<td>100 Points</td>
</tr>
<tr>
<td>Project Description</td>
<td>130 Points</td>
</tr>
<tr>
<td>Project Schedule</td>
<td>80 Points</td>
</tr>
<tr>
<td>Operations and Maintenance Plan</td>
<td>140 Points</td>
</tr>
<tr>
<td>Financial Plan</td>
<td>180 Points</td>
</tr>
<tr>
<td>Master Developer Agreement</td>
<td>120 Points</td>
</tr>
<tr>
<td>TOTAL AVAILABLE POINTS – RFP</td>
<td>750 POINTS</td>
</tr>
</tbody>
</table>
BUSINESS PLAN (630 Points)

1. **Project Governance (100 Points)**
   This section will provide information regarding the proposed team members, key stakeholders, Pima County, regional partners and how roles and responsibilities will be determined. The Proposer should provide information regarding leadership and governance of the proposed Public-Private Partnership (PPP). This must include key elements as listed below. Any other items not listed that the Proposer considers critical to governance success shall be included.
   a. **Master Developer Leadership and Key Team Members (10 points)**. This section will outline roles and responsibilities of the leadership team. Define how Pima County will be part of the Leadership team.
   b. **Definition of an Escalation Ladder for decision making (10 points)**. To ensure timely decision making and to resolve potential concerns, this section will provide a suggested escalation ladder. The development team should have all roles and personnel defined. Pima County roles can be defined but not have specific staff yet applied to the levels.
   c. **Stakeholder Management (10 points)**. Identify all stakeholders including their roles and areas of influence as expected for this Project. If there has already been coordination or discussion with these stakeholders, please include this information. This section should also include any marketing, public information coordination, or other potential public forum outreach that the development team expects to coordinate. This shall include, but is not limited to:
      1. Key stakeholders, and roles
      2. Process for obtaining public input
      3. Process for variation from the approved City of Tucson PAD 18: Kino Health Campus plus Minor Amendments. [https://www.tucsonaz.gov/pdsd/planned-area-development-similar-plans](https://www.tucsonaz.gov/pdsd/planned-area-development-similar-plans)
   d. **Proposed Design Guidelines or CC&R’s (15 points)**. Please provide how the development team will create and enforce guidelines or standards that will be used to create a unified approach to the South Complex project. This should address items previously discussed during Step 1 – Solicitation for Qualifications, such as response to the local community, Sonoran Desert, the existing Kino Stadium District, or other elements identified. Elements such as sustainability goals, or other site wide standards should be included within this section. Describe how the County will be involved with setting these guidelines, and participate if there are disputes relating to these standards.
   e. **Economic and Community Goals (20 points)**. Select the key goals as originally defined and specify how these will be met. Outline how this approach will support the community and provide access to the site for underserved youth and families. Discuss how this project will be supportive of the immediate environs and regional existing development to determine overall community benefits and impacts.
   f. **Economic Benefit (15 points)**. Provide the estimated regional economic benefit and return on investment to demonstrate how the development will be directly supporting regional economic success. Be specific, and outline sources included that measure economic benefit, such as regional bed tax, property tax, or other financial revenue sources expected within your proposed plan.
   g. **Develop Metrics for Success (20 points)**. Provide proposed metrics for success relating to your business proposal. Metrics may be based on meeting schedules, cost / financial return targets, operational targets (usage), balance of site user activity, and whether economic and community goals have been met. Identify any existing risks to these success targets and suggest mitigation strategies that may be considered to reduce risk.

2. **Project Description (130 Points)**
   This section will describe the concept for the site development and identify the major elements necessary to achieve the development goals. This section is intended to provide the reader with an overall view of the entire development, even though some elements will be expanded upon in further sections of the RFP. This should include all planned development, although final size and placement may change during design. This section should consider the need to develop a transportation system,
extend utilities, provide parking, and incorporate walkability and the Loop through the site. This section will set targets regarding the planned use types, and define which elements will be considered public use versus private use. Designate in this area how these public and private areas will be operated, understanding the operation plan will be further discussed later in the plan (Item #4). Provide backup studies or analyses that have been used to help support the proposed development plan.

a. **Proposed major scope elements (15 points).** Clearly identify anchor properties. Briefly detail any discussion and coordination that has already occurred with potential occupants and users. Additional information on this topic will be requested section 4.

b. **Proposed Support elements (15 points).** Clearly designate support elements proposed such as retail, commercial, hospitality or other support elements per the proposed plan. Include key nodes or activity areas that are external landscape spaces (not buildings). Briefly detail any discussion and coordination that has already occurred with potential occupants and users. Additional information on this topic will be requested section 4.

c. **Infrastructure (10 points).** Infrastructure should include utilities, site access/egress, transportation spines, and connections to Kino Main & North Complexes or any other supporting elements necessary to have the site function. This may be phased to meet demands during construction.

d. **Parking Plan (10 points).** Define a parking plan and include types and location of parking, ability to meet daily demands versus event demands. Outline how parking will be balanced, and anticipated change in demand based on daily, weekend or event usage. Discuss how parking challenges will be met across these sites, and how prioritization will occur given the following:
   1. Daily, Weekend, Event usage
   2. Cost or Revenue impacts
   3. Coordination of parking across sites

e. **Categorize elements by type of uses (15 points).** Describe the conceptual mix of uses onsite, including how commercial retail, restaurant, hospitality or other uses will be balanced amongst themselves as well as with the sports and entertainment venues. Provide breakdown by square footage and percentage of total buildable area. Discuss mix of elements such as retail/restaurant usage by local or national chain, and how that is determined.

f. **Identify Public Use components (10 points).** Discuss which elements would be considered public use, and detail the proposed approach for ownership and operations. Briefly discuss how public use will be scheduled; this will also be further detailed under Section 4 below - Operations & Maintenance Plan.

g. **Categorize elements by ownership and operations responsibilities (15 points).** Indicate which of the uses above will be privately owned, publically owned, privately operated, and publically operated or a mix of both. If an outside agent or operator will be proposed, please indicate.

h. **Regional Impacts (20 points).** This section will look at the above noted mix of uses. The developer shall review how these fit within the immediate location in the Kino Stadium District as well as how this development will support and/or compete with planned adjacent developments (including the Benson Highway corridor from Kino Parkway to Irvington Road, and the Kino Parkway corridor from Irvington to 36th Street). Please address how major anchor elements fit within the region – particularly elements that may already exist downtown or be serviced by other venues locally. This section should concentrate on how to work cooperatively to serve regionally, and how potential perceived competing interests can be managed to the benefit of the entire community. This must be addressed to ensure that the market can bear the new planned elements.

i. **Contingency Planning (20 points).** Discuss how the development may be adjusted if an anchor use proposed in the plan was not approved by Pima County due to risk, potential regional conflicts, or negative impacts to the region. How would this discussion be undertaken with Pima County and other affected stakeholders to resolve this issue? Are there any elements within the plan upon which the entire development hinges, that could not be removed?
3. **Project Schedule (80 Points)**
   a. **Design and Construction timeline for Major Anchor Elements (20 points).** Include a separate timeline for each anchor as well as the overall development. Include specific details and time frames for those steps deemed critical to initiate immediately following contract award, if selected as the Master Development Partner. These anchor elements should include, at minimum, the required elements from the Step 1 – SFQ, as well as any additional proposed items that act as an anchor to the overall development.
   b. **Support Scope elements (20 points).** Include all remaining elements critical to the overall integrated approach to the development, but that may not be listed as an anchor development.
   1. Any specific non-anchor elements, such as hotel, retail, or other element should be clearly indicated along with planned schedule.
   2. Indicate phasing of these elements based on the level of support to the anchor elements and location within the conceptual site plan.
   c. **Infrastructure timeline (20 points).** Include all support infrastructure as required such as utilities, roads, bridges etc.
   1. If offsite improvements are anticipated, identify items and proposed timeframe of development.
   d. **Operational Dates (10 points).** Clearly note when elements will begin operation.
   e. **Additional Information (10 points).** Other relevant information critical to the development schedule (approvals, permits, risks, etc.,) not specifically addressed in this list.

4. **Operations & Maintenance Plan (140 Points)**
   a. **Anchor Space Operations Plan (20 points).** Provide a detailed plan for operating/scheduling use of main anchor elements. Provide information on the operator(s) and/or management team(s) proposed. Describe how this operation plan provides the best opportunities for the South Complex site, the entire Kino Sports Complex and the region as a whole. Include discussion regarding identified user groups, marketing partners and other outreach goals for maximizing scheduling the site over the long term.
   b. **Relationship between Anchor and Support Elements (15 points).** Detail any planned or expected interdependencies between the anchor and support elements such as hospitality, retail and restaurant. Describe the financing, timing and operational relationship between the anchor and support elements in achieving the successful opening and long-term operation of both components.
   c. **Incorporation of Technology (10 points).** Outline how technology will be incorporated into the anchor elements and other support spaces to improve the user experience at the site.
   d. **Kino Stadium Coordination (40 points).** Specify how the Kino Stadium District and the New South Complex will interact and coordinate event planning for the entire District, specifically:
   1. Outline preferred roles and responsibilities, and approach for coordination between the Master Developer and the existing Kino Stadium District. This should be specified for each anchor space, both new and existing.
   2. Describe all operational entities and partnerships, if specific management entities will be used. Discuss any particular technology or scheduling software that may be used to facilitate and coordinate scheduling of new and existing facilities. Highlight how this approach benefits operations of both new and existing facilities and affects revenues.
   3. Outline how large event booking coordination will occur. Discuss from perspectives of the new South Complex, the overall Kino Sports Complex and the existing Kino Stadium. Describe the approach for re-occurring users or special events/tournaments to reserve space for future bookings over a multi-year period.
   4. Address how anchor elements will be made available for community use or scheduling by the Stadium District when otherwise not in use. Discuss how the origination of the event booking will impact the revenue split between the Master Developer Partner and/or the operating entities and Pima County.
   5. How will disputes be avoided or resolved regarding scheduling conflicts?
6. Discuss how operation of the new South Complex and the existing Kino Sports Complex will achieve maximum 365-day scheduling, not just during league play cycles or seasonal weather periods.

7. Provide specific details on programming and funding proposed by the Master Developer Partner and operating partners for increasing participation of underserved youth and families.

e. Coordination with Leagues (10 points). Outline specific leagues, at all levels, that you anticipate working with for this new development. Indicate any agreements or commitments already established with league users. Include anticipated levels of use and how various leagues would operate and/or coordinate during large events especially those scheduled to take place at the same time. Discuss the specific pricing plans for each league user. Discuss availability of open or community play periods and any offered discounted rates for such plans.

f. Operations Contingency (10 points). Discuss contingency plans for operating to ensure flexibility in scheduling for the main anchors to balance potential conflicting usage at the new and existing facilities. Explain how operations will be agile over time to continue to provide availability of venue space for various types of uses given fluctuations or seasonality factors that could result in reduction of demand of the site. Highlight strategies to ensure anchor elements will be capable of serving multiple uses without conflict.

g. Regional Job Impacts (15 points). Outline staffing expectations and potential jobs impact to the region. This should include discussion regarding both the main anchor spaces as well as the supporting retail, commercial and hospitality elements. Include both construction and operations related job creation.

h. Maintenance Cost (10 points). Discuss expected maintenance costs such as utilities, daily and yearly maintenance expenses, costs associated with events, etc. Indicate how these costs are incorporated into the operating expense and revenue pro forma and cash flow assessment. Explain how these costs have been factored into determining that the operations are financially viable.

i. Capital Maintenance Cost (10 points). Discuss expected capital costs – relating to longer term maintenance, upkeep and future rehabilitation of the structures and site infrastructure. Describe how the Master Developer Partner and/or operating entities will account for, and fund, the needed preventative maintenance or future replacement costs over time in the operational plan.

5. **Financial Plan (180 Points)**

The proposer should respond to this section from two perspectives, both the overall new South Complex as well as each of the key anchor elements individually as identified above in the business plan.

a. Assumptions (25 points). Detail key assumptions used to develop this Financial Plan. These should include assumptions with potentially positive or negative impacts to the financial health of the project.

b. Funding (20 points). List all funding participants including all sources of financing, as originally provided within the financials in Step 1 – SFQ. This should provide information clearly outlining all parties funding obligations and to be assured of the viability of the funding for this project. If funding sources are phased, please include this information as well. This should include the applicable debt schedules, highlighting anchor elements separately as well as the overall new south complex.

c. Public Fund Use (20 points). Define any and all specific proposed obligation of public funds, including any up-front and/or on-going costs that may be expected of Pima County. This must be clearly defined and outlined. Public fund use in Arizona is governed by stringent Arizona State Statutes. Please describe how any and all proposed use of public funds specifically fit within, and comply with, the state legislative requirements.

d. Profit & Loss Schedule (30 points). Provide detailed projected Profit and Loss for the first 10 years of operation, including detailed revenue and expense forecasts, and other related elements such as property, sales, excise or special assessment taxes. Indicate any planned or expected
split of expenses and revenues between the Master Developer Partner, Pima County and other operating entities.

e. **Cash Flow (30 points).** Provide projected Cash Flow for first 10 years of operation, including detailed revenue and expense forecasts, and other related elements such as property, sales, excise or special assessment taxes. Indicate any planned or expected split of expenses and revenues between the Master Developer Partner, operating entities and Pima County.

f. **Break Even Analysis (30 points).** Provide information on anchor elements costs and payback schedules within this analysis.

g. **Risk Analysis (25 points)**
   1. Contingencies – Identify any and all contingency funding sources and when they would be necessary.
   2. Specify strategies for continuing operations despite potential revenue fluctuations.
   3. Discuss key market condition considerations that could have a positive or negative effect on the project success and possible mitigation strategies. Address impacts to timing, operations, and ultimately revenue.

**MASTER DEVELOPER PARTNERSHIP AGREEMENT (120 Points)**

1. **Agreement Timeline (10 points)**
   Pima County has an aggressive timeline proposed for the RFP to include discussions and clarifications resulting in a written Master Developer Partnership Agreement (“MDPA”). Describe how your team will work to meet these deadlines, and provide adequate backup information regarding the structure and viability of the proposed development.

2. **Project Structuring Experience (25 points)**
   Describe previous experience with PPP / Development Agreements, structuring multi-use development projects and the development of MDPAs. *Provide a sample master agreement and any related sub-agreements in Appendix 1.*

3. **Management and Ownership Strategies (40 points)**
   Describe preferred operation/management and ownership strategies for each component of the project, including any associated infrastructure. This should address at a minimum:
   
a. How ownership, operation, maintenance and use will be structured for each proposed anchor and support elements and what the rights and responsibilities of the various parties would be.
   
b. Describe preferred land management / ownership arrangement including lease, purchase, sub-lease, ground lease or other. Specify areas that will be proposed with each type of ownership.
   
c. Indicate how costs and revenues will be handled and allocated.
   
d. Define estimated costs and revenues.
   
e. Outline risk allocation and mitigation.

4. **Assets (10 points)**
   Identify the final disposition of assets at the completion of the MDPA.

5. **Master Developer Partnership Agreement Outline (35 points)**
   a. Provide the preferred organization of the MDPA including:
      1. What sub-agreements (such as property conveyance, contracting, leasing, operating, etc.) would be needed, and their basic structure.
      2. Anticipated basic terms included in the MDPA with the understanding that much of the Business Plan will be incorporated into the MDPA.
   
b. Required County contractual clauses to be incorporated into the MDPA are as follows:

**Americans with Disabilities Act.** CONTRACTOR will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONTRACTOR
is carrying out government programs or services on behalf of COUNTY, then CONTRACTOR will maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Contract.

**Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person’s age, race, creed, color, religion, sex, disability or national origin.

**Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**Ethics.** During the course of pursuing contracts with COUNTY and while performing contract work in accordance with this agreement, CONTRACTOR agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the COUNTY’s best interests.

- CONTRACTOR will take reasonable steps to prevent any actions or conditions which could result in a conflict with COUNTY’s best interests. These obligations apply to the activities of CONTRACTOR employees, agents, subcontractors, subcontractor employees and consultants to CONTRACTOR.
- CONTRACTOR employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to COUNTY’s representatives, employees or their relatives.
- CONTRACTOR employees, agents or subcontractors (or their relatives) should not receive any payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.
- CONTRACTOR will notify a designated COUNTY representative within forty-eight (48) hours of any instance where the CONTRACTOR becomes aware of a failure to comply or possible failure to comply with the provisions of this Article.
- Upon request by COUNTY, CONTRACTOR agrees to provide a certified Management Representation Letter executed by selected CONTRACTOR representatives in a form agreeable to COUNTY stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.
- CONTRACTOR will include this clause in all contracts with subcontractors and material suppliers receiving more than twenty-five thousand dollars ($25,000.00) in funds in connection with COUNTY’s project.
- CONTRACTOR will permit interviews of employees, reviews and audits of accounting or other records by COUNTY representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of CONTRACTOR’s employees, agents, representatives, vendors, subcontractors, and other third parties paid by CONTRACTOR in their relations with COUNTY’s current or former employees or employee relatives.
- CONTRACTOR will implement a program requiring its employees to sign acknowledgements that they have read and understand COUNTY’s Business Ethics Expectations and the related obligations outlined in this Contract.
Non-Acquisition. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

Public Records.

- Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

- Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records “CONFIDENTIAL.” In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Legal Arizona Workers Act Compliance.

- Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

- Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

- Remedies for Breach of Warranty. Any breach of Contractor’s or any subcontractor’s warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- Subcontractors. Contractor will advise each subcontractor of County’s rights, and the subcontractor’s obligations, under this Section XX by including a provision in each subcontract substantially in the following form:
“Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor’s employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor’s books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract.”

**Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.