



MEMORANDUM

Date: August 5, 2021

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

From: C.H. Huckelberry 
County Administrator

Re: **Request for Proposals for Mixed-Use Development to Complement and Enhance Utilization of the Loop**

The Regional Flood Control District (RFCD) currently owns the property located at 4051 E. Paradise Falls Drive. The property is east of Alvernon Way between the Loop to the north and Paradise Falls Drive to the south. The 5.29-acre site was acquired by RFCD as part of a larger 10.84-acre site in 1988 for the purposes of installing flood control and Loop improvements. Standard utilities are present and there is a 2.0-acre fill pad within the 5.29-acre site that is suitable for development. This development site is south of an existing parking lot and restroom facility that service the Loop.

The property is located within the City of Tucson and is currently zoned for residential uses. It is the County's desire through a Request for Proposals (RFP) to attract a qualified proposer to rezone, develop, finance and construct a mixed-use development that complements and enhances the experience of utilizing the Loop. Envisioned uses may include, but are not limited to, cafes, restaurants and fitness, nutrition and bicycling services and supplies.

Through this effort, the County also seeks to further various community and economic goals related to the Pima Prospers Comprehensive Plan, Pima County's Sustainability Plan and the Pima County Economic Development Plan, as outlined in the RFP. The approach is likewise fully consistent with the trail-oriented uses provisions of the Pima County Code ([Section 18.07.030.V.](#)) adopted in 2020 by the Board of Supervisors for unincorporated area locations within 500 feet of the Loop or its spur segments.

The RFP will be available on the [Pima County Real Property Services](#) webpage and will be circulated to commercial real estate professionals and other potentially interested parties. Proposal are due by December 17, 2021, and will be evaluated by a County committee lead by the Real Property Services Director. The ranking of proposals will be based on a combination of the proposer's team qualifications and the proposed project elements, schedule, economic benefit, financial plan and ownership/leasing structure.

Upon conclusion of the evaluation, a Development Agreement would be negotiated with the highest-ranked proposer. The finalized Development Agreement would be presented to the

The Honorable Chair and Members, Pima County Board of Supervisors

Re: **Request for Proposals for a Mixed-Use Development to Complement and Enhance Utilization of the Loop**

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Board of Supervisors for consideration of approval. As the process proceeds, periodic updates will be provided to the Board.

CHH/anc

Attachment

c: Jan Leshar, Chief Deputy County Administrator
Carmine DeBonis, Jr., Deputy County Administrator for Public Works
Yves Khawam, PhD, Assistant County Administrator for Public Works
Michelle Campagne, Director, Finance and Risk Management Department
Chris Cawein, Director, Natural Resources Parks and Recreation
Nancy Cole, Director, Capital Program Office
Diane Frisch, Director, Attractions and Tourism
Dr. John Moffatt, Director, Economic Development Office
Suzanne Shields, Director, Regional Flood Control District
Jeff Teplitsky, Manager, Real Property Services Department



**REQUEST FOR PROPOSALS
FOR SALE OR LEASE AND DEVELOPMENT
OF
PIMA COUNTY OWNED PROPERTY
LOCATED AT
4051 EAST PARADISE FALLS DRIVE,
TUCSON, AZ**



SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	001
Solicitation Title:	Paradise Falls Development
Release Date:	August 6, 2021
Pre-Submittal Conference:	September 6, 2021
Final Date for Inquiries:	November 2, 2021
Proposal Due Date and Time:	December 17, 2021, 5:00 PM (local time, Tucson, AZ)
Shortlist Announced for Oral Interviews (if any):	TBD
Oral Interviews (if necessary):	TBD
Target Final List Date:	TBD (depending on Interviews)
RFP Administrator:	Jeffrey Teplitsky, Director, Real Property Services Jeffrey.Teplitsky@pima.gov

* In the event that a Developer cannot be selected based solely on Proposals submitted, oral interviews may be conducted at the County's sole discretion.

** Pima County reserves the right to cancel or amend this solicitation schedule at its discretion.

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1. RFP Process; Development Parameters

- 1.1. **Purpose.** Pima County (the “**County**”) is issuing this Request for Proposals (this “**RFP**”) seeking proposals (“**Proposals**”) from qualified firms (“**Proposers**”) for the development of a parcel of County-owned property¹ located at 4051 East Paradise Falls Drive (the “**Project**”). The Project Site is east of Alvernon Way between the Chuck Huckelberry Loop (the “**Loop**”) to the north and Paradise Falls Drive to the south, as described and depicted in **Exhibit A** hereto (the “**Project Site**”).

The County wishes to have the Project Site developed in a manner that complements the adjacent Loop and furthers a number of Community and Economic Goals described below. The Loop is a 131-mile network of shared-use paths maintained by Pima County. It has the distinction of being voted by USA Today as the Best Recreational Trail in the United States for 2021. A Proposal may include the purchase or lease of the Project Site.

After an evaluation of the submitted Proposals, the County anticipates entering into a Development Agreement (the “**Agreement**”) with the Proposer that submits the highest-scoring Proposal (the “**Developer**”), which will provide for the lease and eventual sale of the Project Site to the Developer. The specific structure of the transaction will be determined in the RFP process. The goal is to give the County sufficient control and input during the development of the Project to ensure its successful completion, but with eventual conveyance of the Project Site, as a whole or in phases, to private ownership

1.2. **Project Site Description.**

1.2.1. **Size; Utilities.** The Project Site is 5.299 acres in size. A pad area totaling approximately 2.0 acres of land has been filled by the Pima County Flood Control District. There is a 40’ drainage easement (west side of site) and the potential for reduced on-site retention/detention may be available due to the proximity to the adjacent Rillito Wash. Utilities available to the Project Site currently include electric, water, sewer, cable, and telephone.

1.2.2. **Zoning; Rezoning Contingency.** The Project Site is currently zoned Suburban Ranch (SR, City of Tucson). Any development of the Project Site as envisioned in this RFP will require a successful rezoning from the City of Tucson, so the sale/lease of the Project Site to the successful Proposer will be contingent upon the Proposer obtaining the rezoning.

1.2.3. **Access.** Access to the Project Site is from Paradise Falls Drive, approximately 1,000 feet east of Alvernon Way. Alvernon Way is a north-south arterial roadway that merges with River Road. Paradise Falls Drive connects with Alvernon Way to the west and Columbus Boulevard to the east. There is a shared driveway on the east side of the Project Site for access to Loop parking and the Loop trail. The Project Site has 519.05 linear

¹ The Project Site is currently a portion of a larger parcel of property owned by the Pima County Regional Flood Control District (“**RFCD**”). The County anticipates acquiring the Project Site from the RFCD in exchange for a parcel of County-owned property with a similar value.

feet of frontage on Paradise Falls Drive. Alternate non-vehicular (bicycle and pedestrian) access to the Project Site is available from the Loop.

1.2.4. **Adjacent Uses.** The uses of property adjacent to the Project Site include commercial offices to the west, the Davidson Elementary School to the southwest, vacant land to the south, a residential subdivision to the east, and the Loop and Loop public amenities to the north.

1.3. **Goals.** The County is seeking to further a number of Community and Economic Goals through successful development of the Property, which relate to the Pima Prospers Comprehensive Plan, Pima County's Sustainability Plan and Pima County's Economic Plan:

Community Goals:

- Integrate Healthy Community principles and support active recreation
- Sustainability goals, including meeting Silver LEED-level (non-certified)
- Expand partnership opportunities between the Loop, neighborhoods and nearby businesses with complementary retail, restaurant and commercial services

Economic Goals

- Stimulate economic development
- Generate new tax revenues by improving land, generating sales
- Attract and retain the knowledge employees sought by new/major employers in our region

1.4. **Development Parameters.** It is the County's desire that the successful, qualified Proposer will develop, finance and construct a Project that:

1.4.1. Creates a mixed-use development that offers retail and commercial services that specifically complement and enhance the experience of utilizing the Loop, including uses like cafes, restaurants, fitness and nutrition services and supplies, bicycle supply and repair services, etc. Additional uses may also include office or residential uses.

1.4.2. Has an innovative, high quality design that is aesthetically and functionally compatible with surrounding development. The form and design should create functional and appropriate transitions to buildings and projects adjacent to the Project Site. This includes creative solutions related to the parking and circulation needs of adjacent developments.

1.4.3. Connects with the Loop.

1.4.4. Is initiated and completed within a reasonable time period acceptable to the County. Proposals must provide a development schedule, phased as appropriate.

- 1.4.5. Is supported by the community and adjacent neighborhoods. A summary of proposed community and stakeholder outreach efforts should be provided in the Proposal, and it should outline strategies to mitigate any potential adverse impacts to the surrounding properties during the development stage of the Project.

2. Preparation/Submission of Proposal.

- 2.1. **Irregular or Non-Responsive Proposals.** The County shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the County to make a reasonable determination of compliance with the minimum Project requirements. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the County:

- 2.1.1. Proposer does not have the necessary skill or experience to construct and operate the Project.
- 2.1.2. Proposer has a past record of failing to fully perform or fulfill contractual obligations.
- 2.1.3. Proposer fails to demonstrate financial stability and/or capability.
- 2.1.4. Proposer’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the Evaluation Committee, is intended to mislead the County in its evaluation of the Proposal.

2.2. Submittal Requirements.

- 2.2.1. Interested Proposers must submit **one (1) hardcopy original, six (6) hard copies** and one identical electronic copy on a USB flash drive in a single document .pdf format. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Proposer
- 2.2.2. The Proposal must be delivered, by the deadline listed on the first page of this RFP, in a sealed envelope, clearly marked with the Proposer’s Name and the Name and Number of this RFP, to: Pima County Real Property Services, Attn: Jeff Teplitsky, Manager, 201 North Stone Avenue, 6th Floor, Tucson, AZ 85701. The County’s “time-stamp” will be the official time used to determine the timeliness of the submittal. Late submittals will not be accepted and will be returned unopened.
- 2.2.3. The Proposal should not exceed a maximum of **sixty-five (65)** pages (excluding resumes and the Proposer Questionnaire, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Cover, back, table of contents and tabs may be used and will not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The suggested font for the Proposal is **11 pt. Arial or 12 pt. Times New Roman.**

- 2.2.4. Failure to adhere to these requirements may result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (email) or mailgram Proposals will not be considered.
- 2.3. **Irrevocable Offer.** A Proposal is an offer to contract with the County based upon the terms, conditions and specifications contained in this RFP and all addenda thereto, and the Proposal. No contractual relationship will be established until the Proposer has signed and the County Board has approved, at a public meeting, in compliance with the Arizona Open Meeting law, an Agreement between the County and the Proposer. In order to allow for an adequate evaluation, the County requires the Proposal to be valid and irrevocable for **one-hundred eighty (180)** days after the Proposal Due Date and Time indicated on the cover of this RFP.
- 2.4. **Award and Contract.** After evaluating the Proposals, the County will post a *Notice of Recommendation for Award* (NORFA) for RFP on the Real Property Services website available for review by interested parties. The Real Property Services Department will maintain a tabulation of the ranking of proposals. The County will not provide results of this RFP process in response to telephone inquiries. Any contract that may result from this RFP is subject to formal approval by the County Board of Supervisors. The County makes no representations of any kind that an award will be made as a result of this RFP.
- 2.5. **Amendment of Proposal.** At any time prior to the specified Proposal Due Date and Time, a Proposer (or designated administrator) may amend or withdraw its Proposal. Any erasures, interlineations or other modifications in the Proposal must be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal may be altered, amended or withdrawn after the specified Proposal Due Date and Time.
- 2.6. **Questions; RFP Addenda:**
- 2.6.1. **Addenda Posting.** If necessary, the County may issue addenda to this RFP. Addenda are issued to amend portions of this RFP, to provide additional information or clarifications, or to respond to questions submitted as provided below. Addenda will be posted to the County's website https://webcms.pima.gov/government/real_property and will be effective immediately upon such posting.
- 2.6.2. **Questions.** Any question related to the RFP must be directed to the RFP Administrator whose name appears on the cover page of this RFP. While the RFP Administrator may answer informal questions regarding the RFP orally, the County makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions do not constitute an amendment of this RFP. Questions related to this RFP ("Inquiry(ies)") must be submitted in writing and received by the County (via post, hand delivery or email) by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP. The RFP Administrator is the only person that may be contacted regarding this RFP. Any contact by a Proposer with any other individuals, including those from the Evaluation Committee, may result in the Proposal being declared non-responsive and not eligible for further consideration.

- 2.6.3. **Inquiry Responses.** The County will respond to all timely submitted Inquiries within **three (3)** business days following the submittal of such Inquiry by the posting of both the Inquiry and the response to the County's website. There will be no responses to any Inquiries submitted after the Final Date for Inquiries listed on the cover of this RFP
- 2.6.4. **Notification.** The County will make an effort to notify firms that have expressed an interest in submitting a Proposal about the posting of addenda; however, it cannot guarantee that every potential Proposer will be notified each time. Therefore, it is the responsibility of each Proposer to check the website periodically for addenda. By submitting a Proposal, the Proposer is acknowledging that they have received and understood all addenda to this RFP.
- 2.7. **Cost of Proposal Preparation.** The County will not reimburse Proposers for the cost of developing, presenting or providing a Proposal. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer is responsible for all costs incurred in responding to this RFP.
- 2.8. **Public Record.** Properly submitted Proposals will not be returned to Respondents. All Proposals will become the property of the County and will, after approval of an agreement by the County Board as a result of this RFP, become public records available for public inspection in accordance with County policy and state law. The Proposer must clearly label any portions of the Proposal that it deems confidential or proprietary. If the County receives a public records request to which such portions are responsive, the County will promptly notify the Proposer. The County will disclose those portions to the requesting party unless the Proposer obtains an order from a court of competent jurisdiction, within 10 days after the County's notice to the Proposer, that prohibits the County from doing so.

3. Pre-Submittal Conference

A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be posted on the County's website, if not already listed on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory. If the Pre-Submittal Conference is designated as mandatory, failure to attend will render that Proposer's Proposal non-responsive. Proposers are strongly encouraged to attend even the Pre-Submittal Conferences designated as non-mandatory. The purpose of any such conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the County's requirements. Any changes or significant clarifications provided at such a conference will be posted by the County as an addendum to the RFP, as provided above.

4. Proposer Licensing and Registration

Before the award of the Agreement by the County Board, the successful Proposer must be properly licensed to comply with its obligations under the Agreement and must be registered with the Arizona Corporation Commission. The Proposer must provide licensure information with the Proposal and, if the Proposer is an entity, must provide a Certificate of Good Standing from the Arizona Corporation Commission.

5. Certification

By submitting a Proposal, the Proposer certifies that:

- 5.1. **No Collusion.** The submission of the Proposal did not involve collusion or other anti-competitive practices.
- 5.2. **No Discrimination.** It does not and will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
- 5.3. **No Gratuity.** It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a County Board member, employee, officer or agent, or any member of the Evaluation Committee in connection with the submitted Proposal. It (including the Proposer's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Evaluation Committee, County Board, elected officials, and other County staff.
- 5.4. **Financial Stability.** It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an approval of an Agreement by the County Board.

6. Submittal Content

Every Proposal must address each of the items listed below and may include any additional information that the Proposer believes may be important to the Project.

6.1. **Contact Information.**

- 6.1.1. Provide the name, title, address, telephone number and email address for the Proposer's Authorized Representative.
- 6.1.2. Describe the Contracting Entity that Proposer anticipates would be entering into the Agreement with the County. The Contracting Entity must be organized and in good standing under the laws of the State of Arizona prior to entering into an Agreement with the County.

6.2. **Executive Summary.** Provide a concise summary and narrative of the overall Proposal. *This summary should not exceed two pages.*

6.3. **Project Team Qualifications.**

- 6.3.1. Describe in graphic form (organization chart), the proposed Project Team members, showing their roles, lines of authority and communication.
- 6.3.2. Provide a brief narrative description of the background and responsibility of each of the Project Team members. At a minimum, identify the entities, and the key individuals within those entities, that will manage the planning, rezoning, financing, permitting, Project design, and construction management. This must include, but is not limited to:

- Unique Qualifications.
 - Industry certifications and experience.
 - Length of time practicing in profession.
 - Licenses and Certification.
 - Familiarity with Tucson Metro Region commercial/mixed use development.
 - Attach resumes, no longer than 2 pages each, of each of the key personnel, as an appendix or exhibit to the Proposal.
- 6.3.3. Provide at least two (2) similar examples of development properties (scale and type) that demonstrate the Proposer's capacity to deliver the Project as described in the Proposal and this RFP.
- 6.3.4. Describe the Proposer's and Project Team members' capacity and intent to proceed without delay if awarded the Agreement.
- 6.3.5. Describe how Pima County will be part of the Project Team. Include an escalation ladder for timely decision making and to resolve concerns.
- 6.4. **Project Description.** Provide an overall view of the entire Project. This should include all planned development, although final size and placement may change during design. It should take into account the need to extend utilities, provide parking, and incorporate walkability to and from the Loop, and should set targets regarding the planned use types, and define which elements will be considered public use versus private use. Provide backup studies or analyses that have been used to help support the proposed development plan. Provide a conceptual site plan and building elevations
- 6.4.1. **Proposed development elements.** Describe the proposed mixed uses planned for the Project Site. Describe the conceptual mix of uses onsite, including how commercial retail, restaurant, or other uses will be balanced amongst themselves and complement one another. Provide breakdown by square footage and percentage of total buildable area. Discuss mix of elements such as multi-family, office, retail usage by local, regional, or national chain, and how that is determined. Briefly detail any discussion and coordination that has already occurred with potential occupants and users.
- 6.4.2. **Circulation.** Provide circulation plan(s) showing transit, vehicular, bicycle and pedestrian access and circulation within and around the Project Site for the various existing and proposed users.
- 6.4.3. **Infrastructure.** Describe Infrastructure included in the Project, including utilities, site access/egress, and any other supporting elements necessary to have the site function.
- 6.4.4. **Rezoning Plan.** Outline the rezoning plan for the Project Site including proposed development, timeline, consultants, and City of Tucson contacts.

- 6.4.5. **Public Input Process.** 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 and neighborhood outreach that the development team expects to coordinate.
 - 6.4.6. **Local Impacts.** Review how the proposed uses fit within the immediate neighborhood location and how it will serve the neighborhood and local area. Explain how the Proposer has concluded that the market can bear the new planned elements.
 - 6.4.7. **Contingency Planning.** Discuss how the Project can be adjusted if an anchor use proposed in the plan was not approved by Pima County due to risk, potential 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 Project hinges, that could not be removed?
- 6.5. **Project Benefit.**
- 6.5.1. **Economic and Community Goals.** Describe how the proposed Project will advance the County goals described in Section 1.3 above and specify how these will be met. Describe how the Proposal is consistent with other relevant County and City of Tucson area plans and policies.
 - 6.5.2. **Economic Impacts.** Provide the estimated regional economic benefit and return on investment to demonstrate how the Project will be directly supporting regional economic success. Be specific, and outline sources for the information. Include the estimated Project cost and estimates of the annual sales tax and property taxes that the Project will generate after completion.
 - 6.5.3. **Jobs.** Outline staffing expectations and potential jobs impact to the region. This should include both the main anchor spaces as well as the supporting retail and commercial elements. Include both construction and operations related job creation.
 - 6.5.4. **Metrics.** Provide proposed metrics for success relating to the proposed Project. 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.
- 6.6. **Project Schedule.** Describe the project schedule, including the following:
- 6.6.1. **Design and Construction timeline for Project.** Provide a schedule for the design and construction of the Project. Include the time frames for those steps deemed critical to initiate immediately following contract award, if the Agreement is awarded to Proposer. Provide separate information regarding the timing of the various planned structures, site development and shared spaces. Indicate phasing of these elements based on the level of support to the anchor elements and location within the conceptual site plan.

6.6.2. **Operational Dates.** Explain when each Project element will begin operation.

6.6.3. **Additional Information.** Provide any other relevant information critical to the development schedule (rezoning, approvals, permits, risks, etc.,) not specifically addressed above.

6.7. **Operations & Maintenance Plan.**

6.7.1. **Property Management.** Discuss expected approach to long-term property management of the Project, including common space maintenance costs, how different uses will be balanced long term despite tenant turnover, and how to respond to neighborhood concerns relating to tenants. Indicate how these costs are incorporated into the financial plan.

6.7.2. **Capital Maintenance Cost.** Discuss expected future capital costs relating to longer term maintenance, upkeep and future rehabilitation of the structures and site infrastructure. Describe how the Proposer and/or operating entities will account for, and fund, the needed preventative maintenance or future replacement costs over time.

6.8. **Financial Plan.**

6.8.1. Clearly detail and define the Project's operating revenue and costs, including all revenues, expenses, debt service, taxes, and other assessments for at least ten (10) years after occupancy.

6.8.2. Provide research/market demand data that clearly demonstrates the Project's viability. Explain the 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.

6.8.3. Demonstrate committed and qualified tenants/buyers/operators for the completed Project.

6.8.4. Clearly detail and define the Project's development costs, including all construction costs, soft costs and contingencies.

6.8.5. If the project is to be developed in phases, provide all of the above for each phase.

6.9. **Project Financing.**

6.9.1. Describe a clear strategy to fund all Project costs. Clearly describe all sources, types and amounts of funding, including equity, financing, grants and other funding sources.

6.9.2. Cite other Projects in which the proposed equity/financing/granting entities have successfully worked with the Proposer.

6.9.3. Provide clear and compelling information to demonstrate Proposer's financial capacity to execute, complete, and operate the Project successfully.

- 6.10. **Development Agreement.** Describe the structure of the proposed transaction between the Proposer and the County, including:
- 6.10.1. How design, construction, ownership, operation, maintenance and use will be structured for each proposed element of the Project and what the rights and responsibilities of the various parties would be.
 - 6.10.2. The preferred land management/ownership arrangement including lease, purchase, ground lease or other, along with the major terms of any resulting lease or conveyance agreements. Specify areas that will be proposed with each type of ownership.
 - 6.10.3. What sub-agreements (such as property conveyance, contracting, leasing, operating, etc.) would be needed, and their basic structure.
 - 6.10.4. How costs and revenues will be handled and allocated.
 - 6.10.5. Risk allocation and mitigation.
 - 6.10.6. Disposition of assets at the end of the Agreement and ground rent/purchase price to be paid to County. The County's expectation is that the return to the County will be a market rate of return given the restrictions on the development created by the proposal.
 - 6.10.7. How the Project Team will work with the County to finalize the Agreement, and what experience the Project Team members have with similarly structured transactions.

7. **Required County Contract Provisions**

The Agreement will contain the following County standard terms:

- 7.1. **Americans with Disabilities Act.** Developer 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.
- 7.2. **Non-Discrimination.** Developer will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Developer 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.

- 7.3. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 7.4. **Ethics.** During the term of this Agreement, Developer will maintain business ethics standards aimed at avoiding any impropriety or conflict of interest that could be construed to have an adverse impact on the County's best interests.
 - 7.4.1. Developer will take reasonable steps to prevent any actions or conditions that could result in a conflict with County's best interests. These obligations apply to the activities of Developer employees, agents, consultants, subcontractors, and subcontractor employees and consultants.
 - 7.4.2. Developer 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.
 - 7.4.3. Developer 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.
 - 7.4.4. Developer will notify a designated County representative within forty-eight (48) hours of any instance where the Developer becomes aware of a failure to comply or possible failure to comply with the provisions of this Article.
 - 7.4.5. Upon request by County, Developer agrees to provide a certified Management Representation Letter executed by selected Developer 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.
 - 7.4.6. Developer 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 the Project.
 - 7.4.7. Developer 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 Developer's employees, agents, representatives, vendors,

subcontractors, and other third parties paid by Developer in their relations with County's current or former employees or employee relatives.

- 7.4.8. Developer will implement a program requiring its employees to sign acknowledgements that they have read and understand County's Business Ethics Expectations as outlined in this Agreement.
- 7.5. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, County may terminate this Agreement 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 Agreement. In the event of such termination, County will have no further obligation to Developer, other than to pay for services rendered prior to termination.
- 7.6. **Books and Records.** Developer 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, Developer will retain all records relating to this Agreement for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 7.7. **Public Records.**
- 7.7.1. **Disclosure.** All documents submitted in response to the solicitation resulting in award of this Agreement, 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.
- 7.7.2. **Records Marked Confidential; Notice and Protective Order.** If Developer reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Developer must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Developer of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Developer 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.
- 7.8. **Legal Arizona Workers Act Compliance.** Developer hereby warrants that it will at all times during the term of this Agreement 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"). Developer will further ensure that each subcontractor who performs any work for Developer under this Agreement likewise complies with the State and Federal Immigration Laws. County has the right at any time to inspect the books and records of Developer and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 7.9. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Developer engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, Developer certifies it is not currently engaged in, and agrees for

the duration of this Agreement 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.

8. Evaluation Committee & Ranking of Proposals

- 8.1. **Evaluation Committee.** The County will appoint an Evaluation Committee, which will conduct the selection process generally according to the schedule listed on the cover page of this RFP and in accordance with the terms of this RFP. The Evaluation Committee will be comprised of representatives from: Regional Flood Control District, Capital Program Office, Pima County Real Property, Pima County Economic Development, and Pima County Attractions and Tourism. A staff member from the Pima County Real Property Department will act as the non-scoring Chair of the Evaluation Committee. Pima County may have staff from Finance and Risk Management provide non-scoring evaluation information to the Evaluation Committee as needed.
- 8.2. **Opening of Proposals.** Proposals will be opened at the time and place designated on the cover page of this RFP. The name of each Proposer and the identity of the RFP for which the Proposal was submitted will be publicly read and recorded in the presence of witnesses.
- 8.3. **Initial Evaluation.** The County may conduct discussions/clarifications with any responsible Proposer to assure full understanding of the Proposer’s Proposal and its conformance to the RFP requirements and to clarify Proposal details provided that they do not substantially change the content of the Proposal. The members of the Evaluation Committee will initially score the Proposals as follows:

SECTION	TOTAL POSSIBLE POINTS
Project Team Qualifications (18.75% of the RFP)	150 Points
Project (62.50% of the RFP)	500 Points
Project Description	125 Points
Project Benefit	100 Points
Project Schedule	75 Points
Operations and Maintenance Plan	75 Points
Financial Plan	125 Points
Development Agreement Structure (18.75% of the RFP)	150 Points
Project Financing	75 points
Ownership/Leasing Structure	75 points
TOTAL AVAILABLE POINTS – RFP	800 POINTS

- 8.4. **Interviews.** The County does not intend to conduct interviews, but reserves the right to short-list Proposers and conduct interviews if determined in the best interest of the County.
- 8.5. **Best and Final Offer.** In the event that County holds interviews or requests clarifications from short-listed Proposers, County will issue a written request for Best and Final Proposal setting forth the date, time, and place for submission. If a Proposer fails to respond to the request for Best and Final Proposal or fails to submit a notice of

withdrawal, County will consider their immediate previous Proposal as their Best and Final Proposal.

- 8.6. **Recommendation for Award.** After the evaluation process has been completed, County staff will post a *Notice of Recommendation for Award* (NORFA) on the Real Property website, (https://webcms.pima.gov/government/real_property) which is available for review by interested parties. The NORFA will recommend award of the Agreement to the highest-ranked Proposer. The Real Property Department will maintain a tabulation of the ranking of proposals. County will not provide results of this procurement in response to telephone inquiries. The recommendation will be submitted to the County Board for approval.
- 8.7. **Agreement Award; Final Negotiation.** After the County Board approves the award recommendation, County staff will commence negotiations with the successful Proposer on the final form of Development Agreement as well as the final form of the Proposal to be attached to the Development Agreement. No binding contract will be formed until the Development Agreement is finalized and approved by the County Board or its designee. Negotiations may be terminated by the County and its designated representatives at any time for any reason(s) the County deems appropriate.

9. Reservation of Rights by the County

Notwithstanding any other provision of this solicitation, the issuance of this RFP and the receipt of Proposals do not constitute an agreement or commitment by the County that any contract will be entered into by the County. The County expressly reserves the right to:

- 9.1. Reject any or all Proposals or portions thereof submitted.
- 9.2. Reissue another Request for Proposals related to this same Project Site.
- 9.3. Negotiate with any qualified developer.
- 9.4. Extend the timeframe for submission of the Proposals.
- 9.5. Request additional information from any or all Proposers.
- 9.6. Waive any immaterial defect or informality.
- 9.7. Negotiate with other Proposers in the order of their ranking if terms cannot be reached or performance achieved in a timely manner.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Proposer's Contracting Entity

(Legal Name): _____

Description of Proposer's Development Team

(Key Individuals, Companies and Organizational Structure):

Proposer's Authorized Representative:

Printed Name*: _____

Title: _____

Business Mailing Address: _____

Email: _____

Telephone: _____

Signature _____

*Proposal must be signed by an individual authorized to contractually bind the Proposer.

NOTARIZED

Signed and sworn before me this _____ day of _____, 2021.

Notary Signature: _____

My Commission Expires: _____

(Affix Seal)