



PimaCommunityCollege

Notice of Request for Qualifications RFQ No. 24/10074L Developer Services Drachman Properties Development Project

Pima County Community College District ("College" or "District") is seeking Statements of Qualifications (SOQ) to select a qualified Developer for the lease and development of the Drachman Properties.

DUE IN: The deadline for receipt of sealed Statements is **Thursday, August 8, 2024, at 3:00 PM MST Local Az Time.** Statement Packets must be electronically submitted by this deadline to the following location:

EMAIL: do-bids-proposals@pima.edu **ELECTRONIC SUBMITTALS REQUIRED**

Any packet received after the DUE IN and OPENS date and time listed above will be returned and not considered.

QUESTIONS pertaining to this Request for Qualification (RFQ) must be communicated in writing and be received via email by Friday **June 27, 2024, at 3:00 PM (MST)**. Questions must be sent to the email address below and should include the specified Procurement Analyst's name and SOQ number. Question(s) should include a reference to the appropriate page and section number of the RFQ. Questions and answers will be posted on the Pima Community College web page listed below by **July 02, 2024, at 5:00 PM (MST)**:

**Kevin Startt, CPPO, CPPB Director of Procurement and Payment Services (Acting) do-bids-proposals@pima.edu
Jennifer Moore, CPPB, MBA Senior Procurement Analyst**

Copies of the Request for Qualification (**RFQ**), possible future addenda, questions and answers, and any related documents are available on the Pima Community College Website: <https://pima.edu/administration/contracts-purchasing/rfps-bids-quotes.html>. It is the responsibility of all respondents to check the Website periodically for addenda and/or updates to the solicitation and to obtain this information in a timely manner. Failure to include acknowledgement of all addenda may be cause for rejection of the SOQ.

Accommodations for People with Disabilities. If the vendor or any of the vendor's employees participating in this RFP need, or have questions about the College's accommodations for people with disabilities, please make arrangements with the specified College buyer, via email provided. Such requests should be made as early as possible to allow time to arrange the accommodation(s).

Kevin Startt, CPPO, CPPB
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Table of Contents

<u>SECTION NO.</u>	<u>CONTENT</u>	<u>PAGE NO.</u>
1	Purpose	3
	Exhibit 1.0: Aerial View	
2	Pima County Community College	4
	Exhibit 2.0: PCC Facilities Master Plan 2018	
3	The Development Opportunity: Project Site Descriptions	4
	Frontier Motel	
	Exhibit 3.0: Legal Description, Pictures: Exterior and Interior	
	Copper Cactus Inn	
	Exhibit 4.0: Legal Description, Pictures: Exterior and Interior	
	Tucson Inn	
	Exhibit 5.0: Legal Description, Pictures: Exterior and Interior, Building Assessment Report	
	Fortuna Vacant Lot	
	Exhibit 6.0: Legal Description	
	Additional Property Information	
	Exhibit 7.0: Miracle Mile Historic District Map	
	Exhibit 7.1: Feasibility Study 2019 and Motel Site Options	
4	Parameters for Development	5
5	Surrounding Area Background Information	7
	City of Tucson Investment in the Environs of the Downtown Campus	
	Link to Thrive in the 05	
	Link to the Transformation Plan	
	Downtown Campus Description	
6	Solicitation Process	8
	Phase One (1)	
	Phase Two (2)	
	Phase Three (3)	
	Solicitation Timetable	
7	Solicitation Terms and Conditions	10
8	Statement of Qualifications (SOQ) Preparation Instructions	12
9	SOQ Required Submittal Forms	15
	SOQ Certification Form	
	Offer's Proprietary/Confidential Information Form	
	Mandatory Certifications Form	
	Appendix Form	
	Non-Collusion Affidavit Form	
10	Statement of Qualifications (SOQ) Forms	20
	Developer Capability Form	
	Previous Experience Form	
	Financial Capability Form	

SECTION 1: PURPOSE

Pima County Community College District (“Pima College” or the “College”) is issuing this Request for Qualifications (RFQ) to solicit Statement of Qualifications from Developers or a group of firms that have assembled themselves into a master development team for the development and ground lease of the Drachman Properties.

The Drachman Properties consists of approximately 4.4 acres located along the edge of the Downtown Campus located at 1255 N. Stone Avenue Tucson, AZ 85709.

Exhibit 1.0: Aerial View



1) Tucson Inn 2) Cactus Inn 3) Frontier 4) Fortuna (Empty Lot)

The purpose is to form a public-private partnership and long-term ground lease with an experienced developer(s) to design and implement a project to enhance opportunities for students while also allowing for economically viable development. The College aspires to collaborate with the selected developer(s) to plan and implement a project that generates benefits for the College and community. The College will always retain ownership of the land, and it cannot be encumbered.

The College intends to negotiate and enter into a Development Agreement with the selected Developer(s) that will create a mutually acceptable approach to planning, design, and lease terms that will clearly outline the process and facilitate timely development.

This solicitation will be conducted in three phases.

Phase One (1) – Request for Qualifications – the current phase.

Phase Two (2) – Request for Proposal: Business Plan

Phase Three (3) – Interviews/Presentations

Please refer to Section (7) for details regarding each solicitation phase.

This RFQ contains a variety of documents about Pima College, the Drachman Properties, the area surrounding the properties, and prior ideas about possible uses for the Drachman Properties. Please note that these materials are included solely to provide context and background information. The College has not made any decisions about the specific uses for the Drachman Properties and the background materials are not intended to express a preference for any specific approach. The College decided to issue a solicitation to better identify appropriate options for development of the Drachman Properties.

SECTION 2: PIMA COUNTY COMMUNITY COLLEGE

Based in Tucson, Arizona, Pima Community College is a comprehensive two-year public institution of higher education serving learners and employers throughout Southern Arizona. For more than 30,000 students per year, Pima College offers courses and 2-year associate degrees in a variety of fields for transfer to a four-year university as well as degrees and certificates intended for direct application in employment. The College also provides workforce training to individuals and employers, in addition to adult basic education for individuals needing to complete a high school education so they can progress successfully to college level work.

The College has five main campuses along with several learning centers, including one in Nogales, Arizona next to the border with Mexico.

Pima Community College is governed by a five-member board, elected by the voters of Pima County.

[Exhibit 2.0: PCC Facilities Master Plan 2018](#)

SECTION 3: THE DEVELOPMENT OPPORTUNITY – PROJECT SITE DEVELOPMENT

Pima Community College acquired four parcels of real property along the northern boundary of its Downtown Campus, which abuts Drachman Street and are located near the heart of the city and the “Thrive in the 05” area. Following are descriptions of the properties, the project site available for development.

A. Frontier Motel

The Frontier Motel opened in 1941 and the buildings have been described as Spanish Eclectic Twentieth Century Revival Style. There are two buildings containing approximately fourteen (14) motel room units.

[Exhibit 3.0: Frontier Legal Description, Pictures Exterior & Interior](#)

B. Copper Cactus Inn

The Copper Cactus Inn opened in 1941 and the buildings have been described as Spanish Eclectic Twentieth Century Revival Style. There are two buildings containing several motel room units. The buildings are listed on the National Historic Register, as contributing properties to the Miracle Mile Historic District.

[Exhibit 4.0: Copper Cactus Legal Description, Pictures Exterior & Interior](#)

C. Tucson Inn

The Tucson Inn property includes a one-story masonry building that was used as the lobby and registration area along with a restaurant. The property also includes a two-story hotel complex with ninety-six (96) rooms. The buildings are listed on the National Historic Register, as contributing properties to the Miracle Mile Historic District. The College has restored and maintains a free-standing neon sign with historical significance. This sign is part of a larger collection of historic neon signs maintained by the College along Drachman. A detailed building assessment conducted by a local architectural firm is in Exhibit 5.0

[Exhibit 5.0: Tucson Inn Legal Description, Pictures Exterior & Interior, Building Assessment Report](#)

D. Fortuna is a vacant parcel of land.

[Exhibit 6.0 Fortuna Legal Description](#). Picture refer to Exhibit 1 which contains an aerial view of the vacant plot of land.

E. Additional property information: The Hotel buildings are listed on the National Register of Historic Places as contributing to the Miracle Mile historic district. (Exhibit 7.0). At present, none of the buildings are considered safe for occupancy. Background about the history of the three properties is in Exhibit 7.1. While the College is interested in ideas for preservation and adaptive reuse of the buildings or part of the buildings, neither is required. Previously, the College explored possible adaptive reuse of the buildings including an architect's conceptions and rough cost estimates from 2021 (Exhibit 7.1).

[Exhibit 7.0: Miracle Mile Historic District Map](#)

[Exhibit 7.1: Area Feasibility Study and Motel Site Options](#)

SECTION 4: PARAMETERS FOR DEVELOPMENT

Pima College offers the Project Site for development in order to develop the area to improve the Downtown Campus, enhance the Project Site and the neighborhoods and other properties around it, and to encourage further development and community enhancement in the area ("Project").

This section describes the characteristics of the desired project that will result from the public-private partnership with a qualified developer and lists certain development criteria that must be addressed in proposals in the next step of the selection process, Phase Two (2), Request for Proposal - Business Plan. Elements of several College goals and policies are discussed below, and the Proposers should review these requirements carefully. It is PCC's desire that the successful, qualified Proposer will develop, finance, and construct a Project that:

- A.** Creates a mixed-use development project adjacent to PCC Downtown Campus that capitalizes on its prominent urban location. As the Project Site is College owned land, the property is not required to comply with City of Tucson Zoning requirements. However, for reference purposes, the property is zoned C-3 which is the highest intensity commercial use permitted within the city.
- B.** Considers an adaptive reuse of the existing structures. This is desirable but not a requirement. At a minimum, the development shall preserve the historic signage and acknowledge the contributing facades.
- C.** Provides an innovative, high-quality design that is aesthetically and functionally compatible with surrounding development and that serves both PCC and the surrounding Community/neighborhoods. The form and design should create functional and appropriate transitions to buildings and projects adjacent to the site. Multi-story and increased lot density is acceptable within these parameters.

The Proposal may include but is not limited to the following uses:

- Community Health Clinic
- Housing to serve the community
- Community Hub/Center
 - Community Support
 - Start Up Support
 - Co-Work Space
 - Gallery
 - Non-Profit Flex Space
- Childcare Facility
- Recreation Center
- PCC Downtown Campus uses
 - Innovation Center
 - Diversity Equity & Inclusion Center
 - Teaching & Learning Center
 - Education Technology
 - Police Headquarters
 - Cyber/IT Center of Excellence & Cyber Warfare Range (teaching facilities)
 - Administrative Offices
 - Other appropriate college uses
- Community Food Hub & Accelerator
- Retail, local purveyors of casual and affordable food and beverage, office space, or any combination thereof.
- Your creative suggestions including your investigation regarding mid to high rise development.

- D.** Creates enhanced street-level amenities promoting universal accessibility, walkability for pedestrians, and direct connections to adjacent, current and future bus and transit stops, pedestrian and bicycle paths.
- E.** Is supported by the community and adjacent neighborhoods. There are several neighborhood and community organizations and stakeholders interested in the development of the Project Site. The description of qualifications should summarize how the developer would incorporate community and stakeholder input into development of the Project.
- F.** Complies with best practices of sustainable design including water conservation, energy efficiency, drought tolerant landscaping, minimizing heat island effect, shade and renewable energy.
- G.** Is initiated and completed within a reasonable time period acceptable to PCC. It is the PCC's desire that the Project will be completed in the shortest time frame possible. Phase II: RFP - Each Proposal shall include a proposed duration and key milestones of a future project. Proposals should outline strategies to mitigate any potential adverse impacts to the surrounding properties during the development stage of the Project.
- H.** For purposes of financing, the College's fee interest in its property cannot be transferred or pledged as collateral or equity. The College can enter long-term ground leases. The property is believed to be located in an area that qualifies for New Market Tax Credits and may also qualify for other tax credits or incentives, including those related to historic preservation. Proposers should not rely on any College representation regarding tax matters and are expected to conduct their own research and due diligence.

SECTION 5: SURROUNDING AREA BACKGROUND INFORMATION

- A. Thrive in the 05:** The City of Tucson launched a collaborative project including residents, businesses, community organizations and institutions to build community and investment resources in a 2.3 square mile area near downtown Tucson, called the Thrive in the 05 (for the 85705 zip code of the area). Pima College's Downtown Campus is near the southern boundary of the Thrive in the 05 area. The City anticipates \$300 million of planned public investment in the area. Detailed information about the initiative can be found here: <https://thriveinthe05.tucsonaz.gov/>

The Transformation Plan:

<https://www.tucsonaz.gov/files/sharedassets/public/v/1/living-and-working/housing-community-development/documents/thrivetransformationplan-2022-compressed.pdf>

A key milestone for implementing the Transformation Plan was achieved when the U.S. Department of Housing and Urban Development awarded the City a \$50 million implementation grant. Anticipated elements of the grant-funded project include six hundred units of affordable and mixed-income housing, a community food hub and accelerator, a health clinic, and gateway-type amenities in key entry points of the area. Additional amenities planned by the City include a fifteen mile long, high-capacity corridor adjacent to the Pima College Downtown Campus and a bicycle boulevard that will also provide access to the campus.

- B. Environs of the DTC:** PCC Downtown Campus is home to a number of business and industry programs, Automotive and Advanced Manufacturing and Innovation Centers of Excellence, general education courses and a full range of support services. The Downtown campus serves nearly 6,000 students per year.

Automotive Technology and Innovation Center

Downtown Campus is home to the high-tech Automotive Technology and Innovation Center, part of the College's Center of Excellence for Applied Technology. The facility was the first planned in a \$35 million expansion and renovation of Downtown Campus. It houses programs in automotive technology, diesel technology and electronic vehicle technology to meet the growing demand of dealerships and other employers for students certified in today's technology.

Advanced Manufacturing and Innovation Center

Pima recently completed construction of an Advanced Manufacturing and Innovation Center. The center will be a high-tech training facility working in partnership with business and industry. The Advanced Manufacturing Building houses Automated Industrial Technology (AIT), Computer-Aided Design (CAD), Machining (MAC), and Welding (WLD) programs. PCC continues its investment in the Downtown Campus with the ST building renovation, allowing the Building & Construction Technology (BCT) programs to expand from 2,000 sq. ft. to 20,000 sq. ft.

Programs and Services

There also are several programs and services unique to the campus including:

- Adult Basic Education for College & Career and High School Equivalency testing
- Immigrant and Refugee Services
- Veterans Services Center
- Student Life Center, bookstore and cafe
- The College's Applied Technology programs with 3D Printing and an Industrial Technology lab
- Outdoor common areas to rest and meet friends or classmates

SECTION 6: SOLICITATION PROCESS

The College will conduct a multi-phase solicitation process which is designed to identify the development firm(s) or team(s) that, in the College’s sole discretion, best meet the College’s objectives and needs. The process will begin with a review of all submitted responses to this Request for Qualifications, resulting in a short-list of respondents deemed by the College to be the most qualified, experienced, and financially capable.

This RFQ is phase one (1) of a three-phased solicitation process. Successful Offeror(s) under this RFQ will be invited to participate in a subsequent Phase Two (2) Request for Proposal- Business Plan. Successful Phase Two (2) proposer(s) may be invited to participate in Phase Three (3) - Interviews/Presentations.

Phase One (1): Request for Qualifications

The current step - Pima College requests statements of qualifications (SOQs) from firms or developers for the planning and development of a project or projects on the property.

This initial phase will promote partners with the vision, experience, financial strength and capacity to transform this highly visible and accessible property in a manner that maximizes the benefits to the College while delivering significant, tangible and measurable environmental, social, cultural and economic impact to the College and the community.

Qualifications Screening Criteria Phase One (1)

Qualifications submittals will be reviewed to identify respondents who demonstrate, in the sole discretion of the College, the best qualifications in the following areas:

<u>Evaluation Criteria</u>	<u>Maximum Point Value</u>
Developer Capacity	25
Previous Experience	50
<u>Financial Capability</u>	<u>25</u>
<i>Total Possible Points</i>	<i>100 points maximum</i>

Phase Two (2): Request for Proposals – Business Plan

The second step - Pima College will issue a Request for Proposals for specific Business Plan (development proposals) from the shortlist of qualified developers, to include how they would plan, finance, and form a public-private partnership and/or long-term ground lease to develop the Drachman property.

A description of the desired Business Plan elements will be provided to the selected respondents upon notification of their selection. Generally speaking, the Business Plan is expected to include, but is not limited to, the following elements:

- Respondent’s overall vision for the property
- Anticipated primary uses and markets for the property
- Proposed financing types and sources
- Pro forma
- Development phasing
- Proposed involvement of the College and other stakeholders

The Business Plan is intended to provide respondents with the opportunity to demonstrate their creativity and vision for the property development opportunity, and their ability to realize this vision. The plan should provide a basis for focused discussion with respondent(s) selected for the Phase Three (3) - Interview/Presentation process.

Each business plan must be complete in and of itself. Respondents should not assume that they will have the opportunity to make a presentation or participate in an interview (Phase 3).

Phase Three (3): Interviews/Presentations

The third step - Pima College will select from among the top respondents of Phase Two (2) for the development team.

Upon review of the Business Plans, the College may select, at its sole discretion, one or more respondents deemed most qualified to undertake the development of the property and best serve the needs of the College, and invite teams to make a formal presentation of their business plan and vision for property development. The College expects that the interview participants will include the representatives of the teams who are expected to function in the more significant management and/or leadership roles for the project development.

Following the interviews, the College may, at its sole discretion, continue discussions and enter negotiations with one or more of the prospective developers.

The College may request additional information from the selected firms at any time during the selection process.

The College intends to offer the selected team a ninety (90) day exclusive negotiation period. In the event that there is an impasse in the negotiations, the College reserves the right to commence negotiations with the next most qualified team or reject all proposals.

The goal of the interview and exclusive negotiation phase is to select a Developer(s) or Partners with whom the College will work collaboratively to finalize a term sheet, lease agreement and other necessary business agreements, business plan and development guidelines for development of the property.

The College reserves the right to reject any and all submittals for any reason, and to act in the best interest of the College. Each respondent will be notified whether their submittal is selected for Phase II and/or Phase III consideration.

SOLICITATION TIMETABLE: The following timetable provides an overview of the main components of the procurement process, by Phase, for the Project. It should be noted that successful participation in Phase I is a mandatory requirement for continued participation in the process, Phases 2 and 3. The below timetable reflects the expected completion dates but may be modified by the College at its sole discretion.

RFQ Timetable	
Phase One (1) Components	Date or Deadline
Release the RFQ	Friday, June 7, 2024
Questions Due	June 27, 2024
Answers to Questions Due	July 2, 2024
RFQ Closes and SOQs Submission Due	August 8, 2024
Notification of Short List for participation in Phase 2	Week of September 9, 2024
Phase Two (2) Components	Date or Deadline
Release the RFP to Short Listed respondents qualified in Phase 1	Week of September 9, 2024
Pre-Submittal Conference	TBD Month of September – Mid October 2024
Questions Due	
Answers to Questions Due	
RFP Closes and Proposals Due	
Selection of most qualified developer(s) to participate in Phase 3	
Phase Three (3) Components	Date or Deadline
Interview/Presentation	TBD Mid October – November 2024
Selection of most qualified, highest ranked proposal	
Contract Negotiation Process	
Board of Governors - Award	TBD December 2024 – January 2025
Expected Contract Start Date	

SECTION 7: SOLICITATION TERMS AND CONDITIONS

1. Statement of Qualifications Opening. SOQs are opened publicly (virtually) by the office of Procurement and Payment Services. The College is not responsible for the pre-opening of, late opening of, or the failure to open, an offer not properly addressed or identified. No other information will be released until time of award. Proposal (SOQ) results will not be given in response to telephone inquiries.

2. Effective period of proposals/SOQ. In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a proposal in response to this RFQ to be valid and irrevocable for ninety (90) days after the Opening Due Date and Time. Any firm who does not agree to this condition must specifically communicate such disagreement in its response to the College, along with any proposed alternatives as an exception. The College may accept or reject such proposed alternatives without further notification or explanation.

3. Withdrawal. Statements of Qualifications may be withdrawn until the date and time of the Opening. SOQs may not be withdrawn for ninety (90) days after the Opening.

4. **{N/A Phase 1}** Deviation/Exceptions/Alternate Requests. Offerors that propose modifications or request exceptions to the contract provisions must clearly identify the proposed deviations and any proposed substitute language on the appropriate Required Submittal Form. These should be identified and submitted with the RFQ response. Exceptions will be addressed during contract negotiations. Deviations must reference the specific paragraph number(s) and adequately define the alternate or exception submitted. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of the contract.

5. Inquiries/Questions. Only questions answered by a formal written amendment to the solicitation will be binding. Firms may only submit written questions via email as noted on the Cover page. Oral interpretations or clarifications will be without legal effect.

6. Addenda. Any change to the solicitation SOQ will be in the form of a numbered addendum issued by the Procurement and Payment Services Department. Any addendum will be posted on the College's web page listed on the Cover page of this SOQ. Other than official numbered addenda issued by the office of Procurement and Payment Services, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this solicitation are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.

7. Cancellation. The College may cancel a solicitation in whole or in part if it is determined to be in the best interest of the College.

8. Acceptance or Rejection of Statements. The College reserves the right to waive any formalities and to reject any or all SOQs or any part(s) thereof, and/or to accept any SOQs or any part thereof and/or to cancel the request for SOQs. The College also reserves the right to reject the SOQs of any firm who has previously failed to perform adequately in furnishing materials, services or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the SOQs.

9. Waiver of Minor Imperfections. The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in SOQs.

10. Public Information. The College is obligated to abide by all public information laws. All vendor information regarding the proposal may become public information. All copies and contents of any proposal, attachment, and explanation submitted in response to this RFQ will become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be clearly marked by the vendor.

11. Confidential Proprietary Information. If the vendor includes in the proposal any information deemed confidential, proprietary, or protected, such information must be clearly marked as to any confidential/proprietary claim.

The College discourages the submission of such information considered to be protected and undertakes to provide no more than reasonable efforts to protect the confidential/proprietary nature of such information. The College, as a public entity, cannot and does not warrant that confidential/proprietary information will not be disclosed. The College will have the right to use any and all information included in the proposals submitted unless the firm expressly restricts the information. The College, as a public entity subject to Arizona public records law.

12. Right to Use College Name Denied. The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.

13. Pre-Submittal Conference. If scheduled, the date and time of a Pre-Submittal Conference is indicated on the Cover Page of this document. Attendance at this conference, is optional unless mandatory, is so noted on the Cover page of this solicitation. The purpose of this conference will be to clarify the contents of this

solicitation in order to prevent any misunderstandings. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the solicitation. Oral statements or instructions will not constitute an amendment to this solicitation. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory preproposal Conference, questions may be submitted in writing via e-mail as noted on the Cover page.

14. Proposal/SOQ, General Provisions.

a. Offer and Acceptance. A response to the solicitation is an offer to contract with the College based on the provisions contained in the solicitation. An authorized signature on the cover letter accompanying the RFQ submission and required documents will constitute an irrevocable offer to sell the goods or services specified and accept the terms of the subsequent contract, which will incorporate this solicitation.

b. Cost of Preparation of SOQ. Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this Request for Proposal will be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of proposal, proposal materials, reproductions, copyright infringements, and any other costs.

c. Accuracy. It is the responsibility of all firms to examine the entire RFQ solicitation documents and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer in the form of Statement of Qualifications. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their proposals/offers. Failure to include all requested information will have a negative impact on the evaluation of the firm's proposal/offer and may result in rejection.

15. Waiver of Damage Claim. Each firm, in submitting a proposal/offer, is deemed to have waived any claims for damages by reason of the selection of another proposal/offer and/or the rejection of his/her proposal/offer.

16. Protests are filed with the Procurement Director, Pima County Community College District (College), within 10 (ten) calendar days of the date that the Protester knows or should have known the basis of the protest or the award date, whichever is earlier. Failure to protest within the period shall be deemed a waiver of all rights to protest.

SECTION 8: STATEMENT FOF QUALIFICATIONS (SOQ) PREPARATION INSTRUCTIONS

Before submitting a SOQ, each firm shall familiarize itself with the entire RFQ and all laws, regulations and other factors affecting the firm's performance.

SOQs must conform to all requirements stated below. **Disregarding these requirements will result in disqualification of the SOQ.**

The College is currently **NOT** accepting "hardcopy" solicitation responses via mail or drop-off at District. The District Office is available by appointment only. The College will only accept solicitation responses electronically via submission to the following email address and must be received at do-bids@pima.edu by the original date and time identified on the Cover page or as changed by the issuance of an Addendum.

All SOQ materials must be sent electronically and clearly marked in the subject line with the Company Name, solicitation title, solicitation number, and calling for the attention of the assigned Procurement Analyst.

It is the responsibility of the firm to ensure that SOQ(s) is received electronically by the Due Date and Time stated on the Cover Page of this solicitation or as amended by a solicitation Addendum.

A. The proposal packet must consist of one (1) original copy of the proposal in **PDF** format, clearly marked "Original". The firm's SOQ packet must be one combined PDF document with all required documentation. Do not submit your response as separate files.

B. SOQ must be typewritten on standard paper size (8½ x 11 inches), and include page numbers.

C. The SOQ will incorporate the **Forms** provided in this RFQ solicitation. It is permissible to copy these forms as required. The authorized person signing the SOQ will initial erasures, interlineations or other modifications on the SOQ forms.

D. Responses are to be provided on the **Forms included in this solicitation**. Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in this RFQ. Supporting documents must be clearly titled and reference the applicable form.

E. The SOQ should be organized in sections with Tabs as outlined below.

Tab 1: Cover Letter

All SOQ responses must include the following:

- a. Cover letter submitted under the firm's name on the firm's letterhead containing the signature and title of a person or an official of the firm who is authorized to commit the firm to a potential contract with the College (include email address and phone number);
- b. The cover letter must also identify the primary contact for this SOQ with current contact information: email address, phone number and office address.
- c. The cover letter should express the firm's interest and serve as an executive summary of the Statement of Qualifications.
- d. Cover letter should reference the College's RFQ number found within this solicitation.

The cover letter should be addressed to the assigned Procurement Analyst;

The SOQ Table of Contents should be a maximum of two (2) pages (this item is not scored).

Tab 2: Required Submittal Forms

SOQ must include all Required Submittal Forms, which are provided in this solicitation. Required submittal forms should be completed and signed by a person or an official authorized to commit the firm to a contract with the College.

The Offer will complete each of the below five (5) **Required Submittal Forms**, and organize the forms in the following order:

1. SOQ Certification Form
2. Offeror's Proprietary/Confidential Information Form
3. Mandatory Certifications Form
 - a. Conflict of Interest
 - b. Boycott of Israel
 - c. Worker Eligibility
 - d. Forced Labor
 - e. Other certifications
4. Appendix Form
 - a. Litigation
 - b. Canceled, Debarred or Suspended
 - c. Prior Use
5. Non-Collusion Affidavit Form

Tab 3: Statement of Qualifications (SOQ) Forms

The content of the Statement of Qualifications (response to the Screening Criteria) must describe the firm's qualifications to provide the Developer Services using the SOQ Forms contained herein.

This solicitation includes three (3) forms that will comprise the SOQ to be prepared by the Offeror. The Offeror will complete the forms as per the guidance and questions contained therein. Each form included in this RFQ solicitation, along with any supporting documentation, the Offeror will submit such detailed responses together with its original SOQ packet.

1. Developer Capability Form
2. Previous Experience Form
3. Financial Capability Form

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL: SOQ must conform to all requirements stated below. *Disregarding these requirements may have a negative impact on the evaluated score or result in the Offer (SOQ) being determined non-responsive and therefore not eligible for award of contract.*

1. All SOQ materials must be clearly marked with the Request for Qualification (RFQ) title, solicitation number, and the firm's name.
2. It is the responsibility of the firm to ensure that complete SOQ submittals are received at do-bids@pima.edu by the Due Date and Time (deadline) stated on Cover Page of this RFQ solicitation or as changed by a solicitation addendum.
3. The firm is responsible for delivery of their SOQ packet by the Due Date and Time (deadline) notwithstanding any claims of error or failure to perform by email transmission.
4. No Statement of Qualifications or SOQ modifications may be submitted orally, or via telephone, facsimile, or telegraph.
5. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the College requires an offer submitted in the form of a SOQ in response to this solicitation to be valid and irrevocable for ninety (90) days after the solicitation Due Date and Time.
6. SOQ Packet must be compiled in the following order:

Tab 1: Cover Letter

Tab 2: Required Submittal Forms

Tab 3: Statement of Qualifications (SOQ) Forms

SECTION 9: REQUIRED SUBMITTAL FORMS

INSTRUCTIONS:

Completed forms should be compiled in the order listed and under TAB: 2 – Required Submittal Forms

1. **Certification Form**
2. **Confidential and/or Proprietary Form**
3. **Mandatory Certifications Form**
4. **Appendix**
5. **Non-Collusion Affidavit**

Certification Form

In response to RFQ No. P24/10074L Title: Developer Services: Drachman Properties Development Project is submitted by: _____,

(Company Name)

a corporation organized and existing under the laws of the State of _____;

a partnership, registered in the State of _____, and consisting of

_____ ; an

individual trading as _____,

located at _____

Federal Tax Id No. _____

The undersigned, as a duly authorized officer, hereby agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced RFQ and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFQ. The proposal will remain in effect for a period of ninety (90) calendar days as of the Due Date for SOQs to the RFQ.

The undersigned understands that the College reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the College in its sole discretion, in any Proposal in the interest of the College.

The undersigned hereby acknowledges receipt of the following Addenda, if any:

Addendum No.	Date:	Addendum No.	Date:

The undersigned hereby certifies that this Statement of Qualifications is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other Offeror to put in a sham proposal, or any other person or entity to refrain from submitting proposals, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

The undersigned further certifies that your firm (check the appropriate areas):

- women-owned business; minority-owned business; labor surplus area firm
- does **or** does not meet the Federal (S.B.A.) Small Business definition (FAR 19.001) and size standards (FAR 19.102). If it does, please "CHECK" one of the following:
- small business; veteran-owned small business; service-disabled veteran-owned small business; HUBZone small business; small, disadvantaged business; or women-owned small business.

The undersigned further certifies that as a duly authorized officer, he or she is authorized to negotiate in good faith on behalf of this firm for purposes of this RFQ.

Authorized Signature/Date _____

Print Name Title _____

Email Address Phone # _____

Confidential and/or Proprietary Declaration Form

Company Name _____

In the event the Offeror elects to include in its SOQ any information deemed "proprietary" or "protected," it will clearly mark the information as to any proprietary/confidential claim. Indicate in the space below specific reference to the requirement, specification including the page number, paragraph, and sentence and section number that is deemed confidential or proprietary by the Respondent.

The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity subject to Arizona public records law, cannot and does not warrant that proprietary information will not be disclosed.

The College will have the right to use any and all information included in the SOQs submitted unless the information is expressly restricted by the Offeror.

If the SOQ contains **NO** confidential/proprietary information, a statement to that effect must be provided.

_____(initial) Contractor certifies this SOQ contains **NO** confidential and/or proprietary information.

Confidential/Proprietary Information. Contractor as indicated in the space below certifies the following pages, sections, paragraphs contain confidential and/or proprietary information. ***If additional space is required, provide information on a separate page and submit as an attachment to this form.***

Authorized Signature/Date _____

Print Name Title _____

Mandatory Certifications Form

Company Name _____

A. Conflict of Interest Certification *(initial only one)*

The undersigned certifies that to the best of his/her knowledge: *(initial only one)*

_____ *(initial)* The Offeror certifies that to the best of his/her knowledge there is no officer or employee of College who has, or whose relative has, a substantial interest in any contract resulting from this Request for Proposal.

_____ *(initial)* The names of all public officers or employees of College who have, or whose relative has, a substantial interest in any contract resulting from this RFP, and the nature of the substantial interest, are included as an attachment to this certification form.

B. Boycott of Israel Certification

As required by the Arizona Revised Statutes § 35-393.01, College is prohibited from awarding a contract to any contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror.

_____ *(initial)* Accordingly, the Offeror certifies that: it is not currently engaged in boycott of Israel, and will not for the duration of the resulting contract with College under this RFP engage in a boycott of Israel.

C. Worker Eligibility Verification

As required by the Arizona Revised Statutes § 41-4401, College is prohibited from awarding a contract to any contractor who fails, or whose subcontractors/subrecipients fail, to comply with A.R.S. § 23-214 governing the employee verification requirement through the federal E-Verify program.

_____ *(initial)* Accordingly, by initialing certifies that Offeror (1) complies fully with all applicable federal immigration laws and regulations that relate to its employees; that it will, as applicable or required under A.R.S § 23-214, verify, through the E-Verify program as jointly administered by the U.S. Department of Homeland Security and Social Security Administration or any of its successor programs, the employment eligibility of each employee hired to work on the resulting agreement with College; and (2) that it will, as applicable or required under A.R.S § 23-214, require its subcontractor and subrecipients to provide the same warranties to the Offeror.

A breach of the foregoing warranty will be deemed a material breach of the resulting agreement. In addition to the legal rights and remedies available to College under the law, in the event of such a breach, College will have the right to terminate the resulting agreement with the Offeror. Upon request, the College will have the right to inspect the papers of each contractor, subcontractor or any employee of either who performs work hereunder for the purpose of ensuring that the contractor or subcontractor is in compliance with the warranty set forth in this provision.

D. Forced Labor Certification

As required by the Arizona Revised Statutes § 35-394, College is prohibited from awarding a contract to any Contractor for delivery of services, supplies, information technology or construction unless the contract includes a written certification that the Contractor does not currently use Forced Labor and agrees for the duration of the contract to not use, forced labor, of ethnic Uyghurs in the People's

Republic of China.

_____ *(initial)* A breach of the foregoing warranty certification will be deemed a material breach of the resulting contract. In addition to the legal rights and remedies available to College under the law. In the event of such breach, College will have the right to terminate the resulting agreement with the Offeror. Accordingly, the offeror by initialing certifies that the offeror will comply with the requirements stated in section (B.) Boycott of Israel Certification and section (D.) Forced Labor Certification for the duration any resulting contract with the College under this RFP.

E. The Proposer certifies, to the best of its knowledge and belief, that the Proposer and/or any of its principals or Owners

e.1 (check one) have () or have not () within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

e.2 (check one) **are ()** or **are not ()** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (e.1) of this provision.

"Principals" for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

The certifications of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to College, the College may terminate the contract resulting from this solicitation for default.

Authorized Signature/Date _____

Print Name _____

Title _____

Appendix Form

Company Name _____

In each space provided below, provide a detailed answer or indicate Not Applicable (N/A). If additional space is needed, answers may be provided on a separate document and be attached to this form.

- a. **Litigation:** Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five (5) years related to the performance of services provided by your firm.

- b. **Canceled, debarred, suspended:** If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this section.

Authorized Signature/Date _____

Print Name Title _____

Non-Collusion Affidavit

(must be completed by contractor)

STATE OF:)

)

COUNTY OF:)ss

)

(Name of Individual)

being first duly sworn upon oath deposes and says:

That he/she is

(Title)

of _____
(Name of Company, Firm, or Corporation)

that, pursuant to Subsection 112(c) of Title 23, United States Code and Title 44, Chapter 10, Article 1, and Title 34, Chapter 2, Article 4 of the Arizona Revised Statutes, he certifies that neither he nor anyone associated with the company, firm, or corporation mentioned above has, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of full competitive bidding in connection with the associated project:

Subscribed and sworn to before me _____ this _____

day of _____ 2024. (Signature)

If by a Corporation (Seal)

My commission expires: _____

Notary Public

SECTION 10: STATEMENT OF QUALIFICATION (SOQ) FORMS

Instructions:

The SOQ should be compiled under TAB 3: SOQ in the order listed. Each page should be numbered.

Tab 3.1 – Developer Capability

Tab 3.2 – Previous Experience

Tab 3.3 – Financial Capability

Each firm will be limited in the total number of pages submitted as part of their Statement of Qualifications (SOQ) packet.

Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the College will limit the total number of content pages to (single sided using minimum 11 point font). **A "page" is limited to one side of an 8-1/2 by 11-inch sheet of paper:**

Documents that will not be considered in this total number of content pages will be financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages.

The tab pages will be used to reference each section and can be used for pictures or artwork.

Appendices/Attachments may be attached as back up information.

The College has attempted to streamline the amount of required information as noted on each Form. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

The SOQ must adhere to the order and response length indicated per each Criteria Response.

Note: When a response to a question is provided as an attachment, clearly identify each question number (1,2,3) or letter (A,B,C) to your response and ensure the form's title is referenced – for example:

Developer Capability – response to 1: Developer List

Developer Capability Form
 Tab 3.1: Developer Capability

Respondents must submit

- 1) **A List** of members of the proposed **Developer Team** including (as applicable): the ownership entity, the lead entity, equity partners, leasing and management companies, development professionals and financial partners (economic and financial consultants). Design, management, and construction professionals, and other applicable firms or individuals may also be included, but are not necessary at this time. List should not exceed two (2) pages and adhere to the following format.

Company/Entity Name	Member Full Name (First, Last)	Title	Role

- 2) **Company Information:** For each company/entity which comprises the Developer Team, in the format indicated below, provide a description of the **Developer Team**, include the following information on each company/entity as applicable. Response should not exceed ten (10) pages.

➤ Company/Entity Legal Name, Address:
➤ Legal Status/Business Form (corporation, partnership, LLC, individual, joint venture, not-for-profit, etc.):
➤ Company or corporation number: Certification of Good Standing with AZ Corporation Commission (attach copy)
➤ Date established:
➤ Narrative describing the roles, responsibilities, depth of experience, and size of the Company/Entity:
➤ Key Personnel Assigned to this Project
Officer (Full Name):
Brief Biographical Summary of Officer include any license/certification, education:

- 3) **Organizational Structure** – Describe the anticipated roles and responsibilities for each entity and how they would work together in the planning and development process. Response should not exceed five (5) pages.
- 4) **Legal Claims** - Respondents must identify on (*Required Submittal Form Appendix part A. Litigation*) any recent or currently outstanding legal claims against team members or any key personnel, including the source of such claims, their amount, and status and details on any resolution. The development team shall reveal any criminal convictions of any key employees other than simple traffic convictions. While the disclosure of legal claims and/or convictions will not automatically disqualify a respondent, the College reserves the right to conduct additional research based on a disclosure and, in its sole discretion, to disqualify a submission based on the nature of the legal claim or conviction. Failure to disclose a legal claim or conviction will be grounds for disqualification.

Previous Experience Form

Tab 3.2: Previous Experience

A. Describe at least three projects which best represent the team's *direct* applicable experience and capability to plan and develop the property. Emphasis should be placed on completed projects and those which demonstrate a commitment to quality in planning and build-out of those projects.

Include brief project descriptions; a statement regarding the duration, financial and operational involvement with each project following completion.

1. Identify the specific company that provided the services
2. Identify the proposed team members who provided services and the role they played in the project
3. Client Name
4. Address
5. City, State, Zip Code
6. Project Manager
7. Telephone Number
8. E-Mail
9. Project Scope of Services/Goals and project estimate and final cost
10. Describe how the client's goals were met and describe the development projects
11. Provide the total amount of building square footage delivered, by product type (Industrial, Office, Retail, Medical etc.)
12. Contract Award/Completion Date
13. What was the cost/financing structure of the contract?
14. Indicate if project was/is a public/private partnership

B. List any previous direct experience in the creation of public/private partnerships.

Response should not exceed ten (10) pages.

Note: Respondents who have direct experience with public/private partnerships as well as those who have worked successfully with higher education institutions and/or settings are also highly desirable. Teams that have successfully collaborated previously will be scored higher than those that have not previously worked together.

Financial Capability Form

Tab 3.3: Financial Capability

The College is seeking Developer(s) that can demonstrate the financial capability to undertake a project of this scale, including recent success accessing sizable equity and debt capital for completed projects.

Respondents should submit information regarding financial wherewithal and capability to undertake the predevelopment as well as the ultimate development of a venture at the scale of the property.

Relevant information includes, but is not limited to:

- available funding sources,
- documentation from potential lenders of interest
- funding commitments and/or access to capital, and banking relationships.
- Financial and banking references should include a telephone number of the contact for each of these, together with written authorization permitting the College to solicit the information.
- Documentation of financing obtained for prior development projects.
-

Response should not exceed five (5) pages.