




MEMORANDUM

Date: March 5, 2024

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

From: Jan Leshner 
County Administrator

Re: **Update and Next Steps on County Owned Properties Available for Development of Affordable Housing**

One of the Affordable Housing Task Force's implementation measures was to activate vacant county land for affordable housing. On [August 15, 2022](#), the Board of Supervisors was apprised of the recommendations from the Task Force and efforts to identify appropriate County owned properties that could be offered to qualified developers for affordable housing development. At the time, over 30 potential County owned properties were identified that meet suitable size, zoning and development criteria.

State law (ARS 11-251.10) allows counties to convey or dispose of land without holding a public auction for less than fair market value to provide affordable housing for low-income households. Low-income households are defined as earning less than 80 percent of area median income. For the Tucson area, one person earning less than \$45,520 or a family of four earning less than \$64,960 meets that definition.

Among other efforts related to affordable housing, the potential County properties were further evaluated to determine those with the best possibility for affordable housing development. Staff has worked with the Pima County Regional County Affordable Housing Commission to develop a process for the solicitation and selection of qualified firms to assist in the development of affordable housing on vacant County properties. The Commission has recommended the following process:

1. Issue a Request for Qualifications (RFQ) to establish a list of interested affordable housing builders and developers. Attachment 1 is the request for qualifications that is ready to be released by the Real Property Services Department.
2. Once a qualified list is established, qualified firms will be invited to respond to a Request for Proposals (RFP) on various County land parcels. Qualified Firms may requalify every 2 years to remain on the RFP invitation list. The RFP for the proposed properties is attached as Attachment 2. Qualified developers may decline to propose or may propose on one or more of the properties.

The Honorable Chair and Members, Pima County Board of Supervisors

Re: **Update and Next Steps on County Owned Properties Available for Development of Affordable Housing**

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3. An RFP selection committee comprised of one non-conflicted member of the Affordable Housing Commission and County staff will review the responses and recommend the most favorable proposal for each property.
4. Upon recommendation of a proposal, an agreement with the recommended developer will be prepared for Board of Supervisors approval, and design will begin including consultation with neighboring properties, and securing financing.
5. Upon closing of project financing and meeting other requirements of the agreement with the County, the County will deed the property to the project developer with proper covenants in place to secure affordable housing.

For the first request for qualifications and proposals, staff has recommended three properties (including 1 with multiple lots) with the highest development potential for the initial RFQ/RFP. The properties are located at: 1) Drexel Road and Bonnie Avenue; 2) River Road and Shannon Road; and 3) Mission Road and 36th Street. More information on the properties is included in Attachment 3.

Each of these properties met the following criteria:

1. Vacant properties that could accommodate the development of multiple homes or apartments with current appropriate zoning.
2. Identified constraints such as flood areas, riparian or other barriers to use could be mitigated through site improvements.
3. Utilities are adjacent or nearby including sewer, water and electric power.
4. Transit accessibility is nearby.

I have directed staff to proceed with issuance of the Pima County Regional County Affordable Housing Commission recommended Request for Qualifications to determine qualified interested parties for developing these three properties, followed by issuance of a Request for Proposals. Upon selection of recommended proposals on any of the properties, staff will bring the appropriate agreements before the Board for approval.

JKL/anc

Attachments

- c: Carmine DeBonis, Jr., Deputy County Administrator
Francisco Garcia, MD, MPH, Deputy County Administrator & Chief Medical Officer
Steve Holmes, Deputy County Administrator
Carla Blackwell, Director, Development Services Department
Jenifer Darland, Director, Office of Housing Opportunities and Homeless Solutions
Daniel Sullivan, Director, Community and Workforce Development
Jeff Teplitsky, Director, Real Property Services Department

ATTACHMENT 1



REQUEST FOR QUALIFICATIONS

TO DEVELOP AFFORDABLE HOUSING ON VARIOUS COUNTY PARCELS

1. BACKGROUND.

a. The County is seeking to further a number of initiatives proposed by the Pima County Regional Affordable Housing Commission. The mission of the Commission is to make recommendations to the Board of Supervisors to increase the supply of housing across Pima County that is affordable, sustainable, safe and promotes individual and community prosperity.

b. Pima County (the "County") is issuing this Request for Qualifications (this "RFQ") seeking qualified firms ("Proposers") for the development of one or more vacant parcels of County-owned land located in various locations specifically for the development of affordable housing for low income persons and families as defined by the U.S. Department of Housing and Urban Development (the "Projects"). A regulatory agreement to keep the housing affordable for 30 years is required.

c. The County owns various parcels located in the City of Tucson and the unincorporated area that could be used for this purpose. The land was originally acquired for public works projects and other community projects. The remnants of that land can now be repurposed for housing.

d. The County may partner, sell, lease, exchange, quitclaim, convey or otherwise dispose of real property at less than fair market value to provide affordable housing for persons and families. Families qualified as low income (80% of area medium income as determined by the United States Department of Housing and Urban Development (HUD)) are the priority.

e. Proposals will be accepted from private, non-profit incorporated agencies, governmental entities, and for-profit agencies.

f. The RFQ process will result in a number of qualified firms that will submit proposals on various parcels to build affordable housing.

2. SCOPE OF SERVICES.

a. It is the County's desire that various County parcels be repurposed for affordable housing projects.

- b. That successful, qualified Proposers will develop, finance construct and operate housing for persons/families that meet 80% of area median income or less as defined by the U. S. Housing and Urban Development Department (the "Projects"). This also includes income targeting projects that set aside percentages of units for extremely low income (at or below 30% of AMI) and very low income persons/families (at or below 50% of AMI).
- c. That projects targeting persons/families with incomes up to 120% AMI may be considered depending on the type of project and whether homeownership model is proposed.
- d. The County's vision for the housing projects is that they demonstrate an design that is aesthetically and functionally compatible with surrounding development.
- e. The form and design should create functional and appropriate transitions to buildings and projects adjacent to the Project Site.
- f. That projects are initiated and completed within a reasonable time period acceptable to the County.
- g. That by the County granting land or offering land for the housing projects, projects will be more competitive or can match or leverage funding to further affordable housing in the County.

3. PROPOSAL REQUIREMENTS. Proposals shall include:

- a. A description of the agency or business, including experience in the development, construction and operating of housing projects and length of time providing proposed services.
 - i. Provide at least two (2) examples of development properties (scale and type) that demonstrate the Proposer's capacity to deliver Projects
- b. Qualified Proposers must be properly licensed to comply with its obligations under the Agreement and must be registered with the Arizona Corporation Commission or Secretary of State's office and provide a Certificate of Good Standing from the Arizona Corporation Commission if applicable
- c. Provide the name, title, address, telephone number and email address for the Proposer's Authorized Representative.
- d. Describe the Contracting (legal) 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
- e. A description of the type of finance programs that may be utilized and experience with those programs
- f. A description of the typical target demographic market of your agency along with methods for staying in compliance with affordability guidelines.
- g. A list of key personnel, their qualifications, and experience. 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 may include, but is not limited to

- i. Unique Qualifications.
 - ii. Industry certifications and experience.
 - iii. Length of time in profession.
 - iv. Licenses and Certification.
 - v. Familiarity with housing development.
- h. A minimum of two references (with contact name, address and phone number)
- i. Describe other members of the Project Team if applicable or other Include an escalation ladder for timely decision making and to resolve concerns.

4. PROPOSAL PROCESS. County will conduct the following steps for this proposal:

- a. RFQ process is detailed in Procurement General Information, Consultant Shortlist Process
- b. A subsequent Request for Proposals (RFP) for the parcel development will be issued to only those Short-listed Respondents.
- c. RFQ Evaluation. With respect to the assessment of the Proposer's financial capacity during the proposal evaluation phase of the procurement, this assessment will focus on whether the Proposer has experienced a material decline in financial strength during the period after short-listing of Respondents and the submittal of proposals.
- d. Selection Schedule. The following represents anticipated milestone dates for the initial round of RFQ selection. Any known conflicts with the dates such as observed holidays, scheduled vacations, trade seminars, etc. that could interfere with your participation in the selection should be made known to the RFQ Administrator immediately.

Release Date:	XXXXXX
Pre-Submittal Conference:	Within 15 days of release
Final Date for Inquiries:	Within 30 days of release
Qualifications Due Date and Time:	45 days after release
Interviews (if any):	TBD
Target Final List Date:	TBD (depending on Interviews)
RFQ Administrator:	Jeff Teplitsky, Director, Real Property Services Jeffrey.Teplitsky@pima.gov
RFP to Shortlisted Proposers	Various times as parcels become available

5. PROCUREMENT INFORMATION.

- a. Confidentiality and Disclosure: Responses to this RFQ shall be considered privileged communications as to technical, financial, and institutional content until selection. Until that time,

pursuant to the Enabling Law, only the names of the firms on the short list may be disclosed. In accordance with that section, limited material may be disclosed after award of the contract; after contract execution, all material is publicly available. Any material that you consider to be trade secret or proprietary must be clearly identified and marked. Under the Enabling Law, the County must agree with your claim of confidentiality before any material may be withheld from disclosure.

b. Intent to Respond: Firms or parties that intend to submit RFQ should notify COUNTY as soon as possible of their intent by email to Jeffrey.Teplitsky@pima.gov

c. Communications Protocol: County is committed to a fair and open process for interested parties to receive information about the Project and this competitive procurement. All questions, requests for information and clarifications from interested parties, Respondents and their representatives shall be made in writing to the RFQ Administrator at the following address:

Jeff Teplitsky Director, Real Property Services
Jeffrey.Teplitsky@pima.gov
Pima County Real Property Services,
Attn: Jeff Teplitsky, Director,
201 North Stone Avenue, 6th Floor, Tucson, AZ 85701

d. Clarifications / Amendments: Any clarifications or interpretations of this RFQ that materially affect or change the scope or intent will be issued via amendment and posted to the Pima County Real property Services website https://webcms.pima.gov/government/real_property. Oral statements or clarifications shall be non-binding and without legal effect.

f. Notifications: The County will make an effort to notify Respondents of the posting of amendment(s); however, it cannot guarantee that every potential Respondent will be notified each time. Therefore, it is the responsibility of all Respondents to check the website periodically for amendment(s) and to obtain this information in a timely manner. Failure to include acknowledgment of all amendment(s) may be cause for rejection of the RFQ. No oral interpretations shall be made to any Respondent as to the meaning of any of the solicitation documents, or be effective to modify any of the provisions of the solicitation documents. Oral interpretations of the solicitation documents are not binding on the County.

g. Acceptance Of Evaluation Methodology: By submitting its response to this RFQ, Respondent acknowledges and accepts the evaluation process, the established criteria and associated point values, and that determination of the "qualified" firm will require subjective judgments by County.

Respondent Agency/Firm Qualifications	20 Points
Relevant Project Team Experience	25 Points
Team Project Delivery Approach	30 Points
Financing approach	25 Points

h. Pre-Submittal Meeting: The date and time of a pre-submittal meeting, if applicable, is indicated on the Notice of Request for Qualifications page of this document. The purpose of this meeting will be to clarify the contents of this RFQ in order to prevent any misunderstandings of County's position. **The county will also have available proposed parcel information for review.** Any questions regarding this RFQ should be presented to County at this meeting. This facility is wheelchair accessible.

- i. Submission of qualifications: County will receive RFQ responses at anytime or date after this RFQ is open.
- j. Submittal: Interested Proposers must submit electronic versions of their proposals by email in a single document Adobe.pdf format. The Proposals shall include a cover letter with signature by a person authorized to bind Proposers.
- k. The Proposals must be delivered electronically, by the deadline listed on the first page of this RFQ, to: Jeffrey.Teplitsky@pima.gov .

6. RFQ CONSULTANT SHORTLIST PROCESS:

- a. This RFQ is the first step in the process to determine qualified respondents to develop affordable housing on County parcels. To be eligible to submit a Proposal in response to the forthcoming RFP, a response must be received to this RFQ and the Respondent must be short-listed by County's Evaluation Committee and an RFP issued to the Short-listed Respondent.
- b. Only those Respondents that have been short-listed by the Evaluation Committee will be eligible to submit Proposals in response to the RFP.
- c. The evaluation of the responses shall be based on the requirements described in this RFQ. All properly submitted proposals will be evaluated and ranked according to the stated selection criteria and relative weight of the selection criteria by the selection committee.
- e. A "Selection Committee" will be comprised of Representatives from: Pima County Community and Workforce Development , Pima County Administration, Pima County Real Property, Pima County Development Services Department, and a non-conflicted member of the Pima County Regional Affordable Housing Commission. A staff member from the Pima County Real Property Department, will act as the non- scoring Chair of the selection committee.
- g. This committee will evaluate responses based upon evaluation of the selection criteria and relative weight of the selection criteria published in this RFQ and select respondents for interviews if necessary. Based on the combined results of both the interview process and the evaluation of statements of qualifications submitted in response to the RFQ, the selection committee will recommend the most qualified firms to continue to the RFP phase.
- h. The RFQ Consultant Shortlist selection is good for two years after which the county may request a new RFQ from qualifying firms.

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

preparation of the RFQ or Proposal, loss of anticipated profits, loss of opportunity or for any other loss, cost or expense.

8. COUNTY'S RESERVATION OF RIGHTS: County reserves the right to reject any and all responses and re-solicit for new RFQ, or to reject any and all proposals and temporarily or permanently abandon the RFQ. County makes no representations, written or oral, that it will enter into any form of agreement with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

9. WAIVER OF CLAIMS: Each Respondent in submitting a response to the RFQ is deemed to have waived any claims for damage by reason of the selection of another submission and/or the rejection of said Respondent's submission.

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

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

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

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

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

ATTACHMENT 2



REQUEST FOR PROPOSAL

FOR THE DEVELOPMENT

OF

PIMA COUNTY OWNED LAND

FOR AFFORDABLE HOUSING

VARIOUS LOCATIONS

TUCSON, PIMA COUNTY, ARIZONA



SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number: **01**

Solicitation Title: **County Owned Land for Affordable Housing**

Release Date: **XXXXXX**

Pre-Submittal Conference: **Within 15 days of release**

Final Date for Inquiries: **Within 45 days of release**

Proposal Due Date and Time: **90 days after release**

Shortlist Announced for Oral Interviews (if any): **TBD**

Oral Interviews (if necessary): **TBD**

Target Final List Date: **TBD (depending on Interviews)**

RFP Administrator: **Jeff 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 one or more vacant parcels of County-owned land located in various locations specifically for the development of affordable housing for low income persons and families as defined by the U.S. Department of Housing and Urban Development (the “**Projects**”). The Project parcels are in various locations depicted in **Exhibit A** hereto (the “**Project Sites**”).
- 1.2. The County wishes to have the Project Sites developed in a manner that conforms to the HUD definition of Affordable Housing (“**Housing**”) and in accordance with (ARS§ 11.251.01 or ARS§ 11.251.10).
 - Per ARS§ 11.251.01, the County may convey any land and improvements directly to a nonprofit corporation that operates housing units limited to those which are federally financed or sponsored. Such title so conveyed shall remain with the nonprofit corporation until such time as the bonded indebtedness incurred and due to the United States government or an agency thereof, is paid and at which time title to such land and the improvements thereon shall revert to the county.
 - Per ARS§ 11.251.10 the County may partner, sell, lease, exchange, quitclaim, convey or otherwise dispose of real property at less than fair market value to provide affordable housing for persons and families of low income as determined by the United States department of housing and urban development (HUD). In most cases that would be limited to housing for persons and families making not more than 80% of AMI unless HUD Neighborhood Stabilization Program (NSP) funds (including program income) are utilized, in which case housing would be limited to households at or below 120%AMI. Income targeting projects that set aside percentages of units for extremely low (30% of AMI) and very low (50% of AMI) persons/families are allowed.
 - Depending on the nature of the agreement and financing, the Project Sites may be restricted by a regulatory agreement to remain continually for use as affordable housing to low income persons for a period of not less than 30 years.
 - After an evaluation of the submitted Proposals, the County anticipates entering into one or more Agreements (the “**Agreement**”) with the Proposers that submit the highest-scoring Proposals (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 Projects to ensure that the development of the Project Sites meet the HUD required parameters for affordable housing and that the Projects are successfully completed.
- 1.3. **Project Sites Descriptions.**
 - 1.3.1. **Sizes & Parcel Numbers (“Exhibit A”).**
 - 1.3.2. **Zoning.** A preliminary assessment of zoning conditions has been reviewed with the governing jurisdiction. The results of the assessment are included in Exhibit A specific to that parcel. Project Sites may or may not require zoning changes or variances depending on the project proposed for the site.
 - 1.3.3. **Utilities.** A preliminary review of available utilities is provided with Exhibit A specific to that site. However final utility plans are dependent on approval specific to the project proposed.

1.3.4. **Access.** All sites are adjacent to public right of way and access has been verified.

1.3.5. **Pre-feasibility review.** A review of key site attributes has been prepared for development feasibility against known public records. Jurisdictions have been contacted to further delineate known constraints and opportunities for development and that information has been presented for consideration on Exhibit A specific to those parcels.

1.4. **Goal of the RFP.** The County is seeking to further several initiatives proposed by the Pima County Regional Affordable Housing Commission. It is the County's desire that the successful, qualified Proposers will develop, finance construct, and/or operate Housing for persons/families on vacant county owned parcels that:

1.4.1. Has a 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.

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

1.4.3. A summary of strategies to mitigate any potential adverse impacts to the surrounding properties during the development stage of the Project.

2. **Definitions**

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

Abbreviations

The following abbreviations are used in this document:

HUD	Federal Department of Housing and Urban Development
County	Pima County
RFP	Request for Proposals
SBE	Small Business Enterprises
SOQ	Statement of Qualifications
NORFA	Notice of Recommendation for Award

Definition of Terms

The following terms are used in this document:

Agreement: a document between the county and the proposer stipulating the terms of the land transfer for a project to be constructed pursuant to this RFP.

3. Preparation/Submission of Proposal

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

3.2 Submittal Requirements

3.2.1 Qualified proposers must submit electronic versions of their proposals by email in a single document Adobe.pdf format. The Proposals shall include a cover letter with signature by a person authorized to bind Proposers.

3.2.2 The Proposals must be delivered, by the deadline listed on the first page of this RFP, to: Jeffrey.Teplitsky@pima.gov Pima County Real Property Services, Attn: Jeff Teplitsky, Director, 201 North Stone Avenue, 6th Floor, Tucson, AZ 85701. The County’s “time-stamp” of the email will determine the timeliness of the submittal. Late submittals will not be accepted.

3.2.3 The Proposals should not exceed a maximum of **sixty-five (65)** pages per proposed project. The suggested font for the Proposal is **11 pt. Arial or 12 pt. Times New Roman**.

3.2.4 Failure to adhere to these requirements may result in Proposals being considered non-responsive.

3.3 Irrevocable Offer. The Proposals are an offer to contract with the County based upon the terms, conditions and specifications contained in this RFP and all addenda thereto, and the Proposals. No contractual relationship will be established until Proposers have 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 Proposers. In order to allow for an adequate evaluation, the County requires the Proposals 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.

3.4 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; https://webcms.pima.gov/government/real_property - 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.

3.5 Amendment of Proposals. At any time prior to the specified Proposal Due Date and Time, a Proposers (or designated administrator) may amend or withdraw its Proposal. Any erasures, interlineations or other modifications in the amended Proposal must be initialed in by the authorized person signing the Proposal. No Proposals may be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3.6 Questions; RFP Addenda:

3.6.1 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 Pima County Real property Services website https://webcms.pima.gov/government/real_property and will be effective immediately upon such posting.

3.6.2 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 Proposers 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.

3.6.3 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

3.6.4 Notification. The County will make an effort to notify firms that have expressed an interest in submitting Proposals 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, Proposers are acknowledging that they have received and understood all addenda to this RFP.

3.7 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. Proposers are responsible for all costs incurred in responding to this RFP.

3.8 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. Proposers must clearly label any portions of their 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.

4. 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.

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.

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. The County understands that project submittals are conceptual and some elements may change as plans are developed.

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.
- 6.2 Executive Summary.** Provide a concise summary and narrative of the overall Proposal. *This summary should not exceed two pages.* The summary should also identify which parcel (s) are proposed for development.
- 6.3 Project Description.** Provide an overall view of the entire Project or Projects. 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 and should set targets regarding the planned use types/unit mix. No market studies or backup studies are necessary but please provide any information that may have been used to help support the proposed development plan. Provide conceptual site plans specific to the Project Site(s) as well as building elevations.
- 6.3.1 Proposed development elements.** Describe the proposed unit mix for the Project Sites.
- 6.3.2 Infrastructure.** Describe Infrastructure included in the Projects, including utilities, site access/egress, and any other supporting elements necessary to have the site function.
- 6.3.3 Rezoning Plan.** If applicable.
- 6.3.4 Public Input Process.** Describe any marketing, public information coordination, or other potential public and neighborhood outreach that the development team expects to coordinate. Public outreach will occur once a successful Project is selected.
- 6.3.5 Local Impacts.** Review how the proposed uses fit within the immediate neighborhood where the Project Site(s) are located and how it will serve the neighborhood and local area.
- 6.3.6 Property Management.** Discuss expected approach to long-term property management of the Project or Projects, including common space maintenance costs, future rehabilitation and capital improvement reserves if applicable.
- 6.3.7 Contingency Planning.**
- 6.4 Project Benefit.**
- 6.4.1 Goals.** Describe how the proposed Project or Projects 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.
- 6.4.2 Metrics.** Provide proposed metrics for success relating to the proposed Project or Projects. Metrics may be based on meeting schedules and timeframes, cost/financial return targets, operational targets (usage) and whether goals have been met. Identify any existing risks to these success targets and suggest mitigation strategies that may be considered to reduce risk.

6.5 Project Schedule. Describe the project schedules, including the following:

- 6.5.1 Design and Construction Timeline for Project.** Provide a schedule for the design and construction of the Project or Projects. 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 and site development
- 6.5.2 Operational Dates.** Explain when each Project or Projects developed on the Project Sites will begin occupancy.
- 6.5.3 Additional Information.** Provide any other relevant information critical to the development schedule (approvals, permits, risks, etc.,) not specifically addressed above.

6.6 Financial Plan.

- 6.6.1** Clearly detail and define the Project's financing including any federal or state programs, grants, financing tools, or equity that will be leveraged to fund the project.
- 6.6.2** Clearly detail and define the Project's development costs, including all construction costs, soft costs and contingencies.
- 6.6.3** If the project is to be developed in phases, provide all of the above for each phase.

6.7 Agreement. Describe the structure of the proposed transaction between the Proposer and the County, including:

- 6.7.1** If during design and financing approvals, the county will enter into a sales contract to transfer the land contingent upon milestones and will convey the land upon financial closing. The agreement will specify what the rights and responsibilities of the various parties would be for the project site (s).
- 6.7.2** A thirty year restriction to maintain its affordable status may be placed on the property or reversion clause to the County will be added if not mandated by project financing.
- 6.7.3** Disposition of assets at the end of the Agreement and ground rent/purchase price to be paid to County if applicable.
- 6.7.4** How the Project Team will work with the County to finalize the Agreement including performance milestones 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, renters, buyers, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in alignment with the Fair Housing Act and other federal laws.
- 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, financial, 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.

7.10 Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) and goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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: Development Services, Pima County Real Property, Pima County Community and Workforce Development Department, and a non-conflicted member of the Pima County Regional Affordable Housing Commission. 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
Number of units and Target Income market for project	5 points
Design Compatibility with surrounding area	25 points
Completeness of project considerations and budget	25 Points
Reasonableness of timeframe and delineations of milestones	10 Points
Strategies to mitigate adverse impact to neighbors	10 Points
Strategies for public input process	5 points
Soundness of Project Financial Plan	15 points
Ownership/Leasing 30 yr Compliance Structure	5 points
TOTAL AVAILABLE POINTS – RFP	100 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 Agreement as well as the final form of the Proposal to be attached to the Agreement. No binding contract will be formed until the 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 or if a agreement is not finalized within 6 months of the award recommendation.

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.

Negotiate with other Proposers in the order of their ranking if terms cannot be reached or performance achieved in a timely manner. Proposer's Contracting Entity

(Legal Name): _____

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 _____, 2023.

Notary Signature: _____

My Commission Expires: _____

(Affix Seal)

ATTACHMENT 3

Pima County Parcels for Affordable Housing



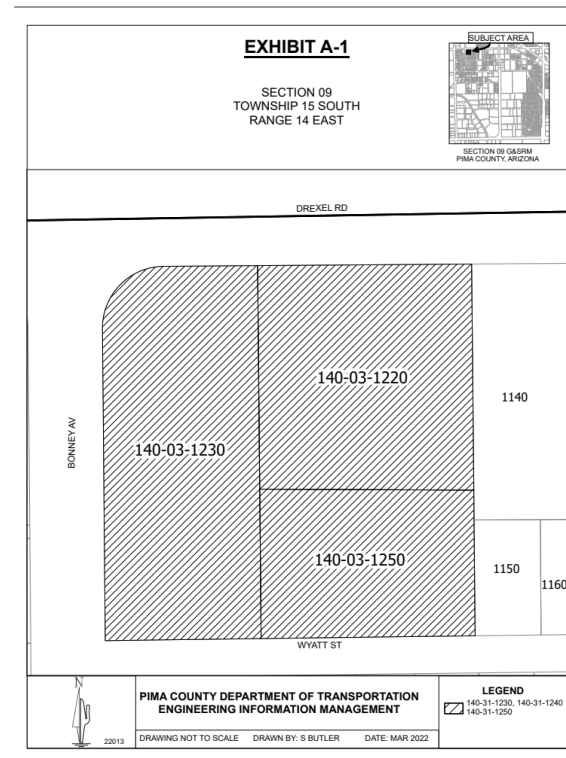
PIMA COUNTY

Drexel and Bonney

Parcel ID 140-31-1230

Zoning Analysis

- Approximately 2.08 acres
- Existing Zoning MU, Multiple Use
- zoning would allow up to 24 units. They can be single family, duplex or multifamily.
- If the lots are sold (via a subdivision) , the minimum lot size is 7,000 sq ft (and you may lose units).
- However, if remaining under one ownership (apartment complex), that does not apply.
- The MU is very flexible regarding height
- Recommended for RFP



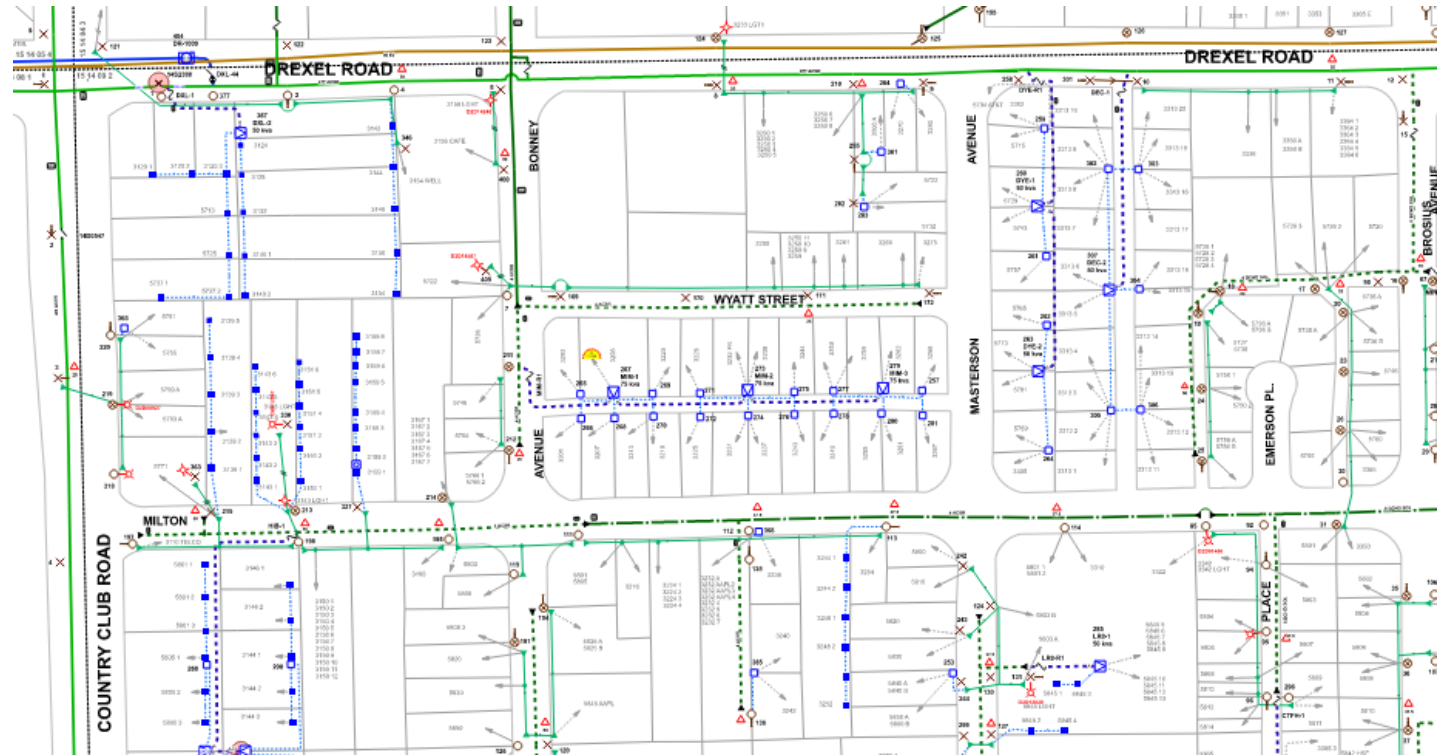


Sewer

Parcel ID 140-31-1230

- Three possible points of connection depending on depth of existing sewer and design of onsite sewer.
- All three adjacent public sewer lines are 8".
- Depending on size of pipe that is designed for the onsite flow a new public manhole may be required at point of connection.

Tucson Electric Power Parcel ID 140- 31-1230



Transportation

Parcel ID 140-31-1230

- Three adjacent streets with possible driveway connection points.
- A right-of-way permit will be required for any connection point
- Depending on size of the development a westbound left turn on Drexel Rd. may be triggered if driveway location is chosen there.
- Corner clearance/driveway separation will need to be checked on Bonney Ave.



Regional Flood Control

Parcel ID 140-31-1230

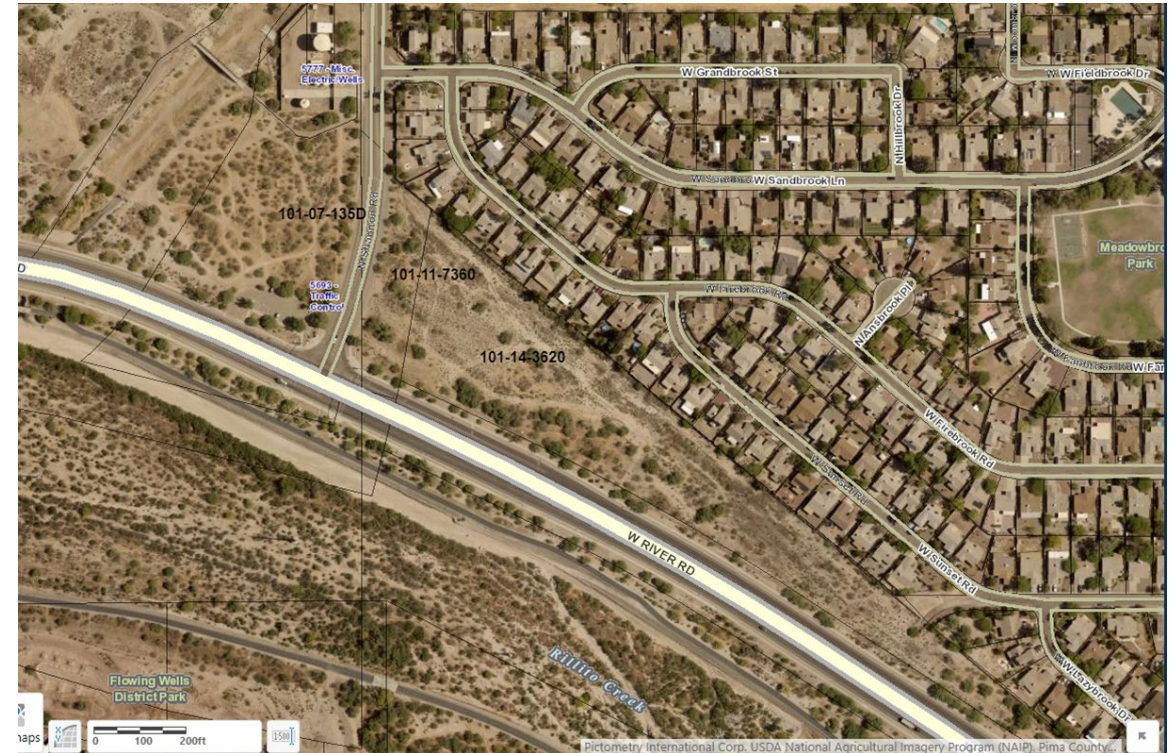
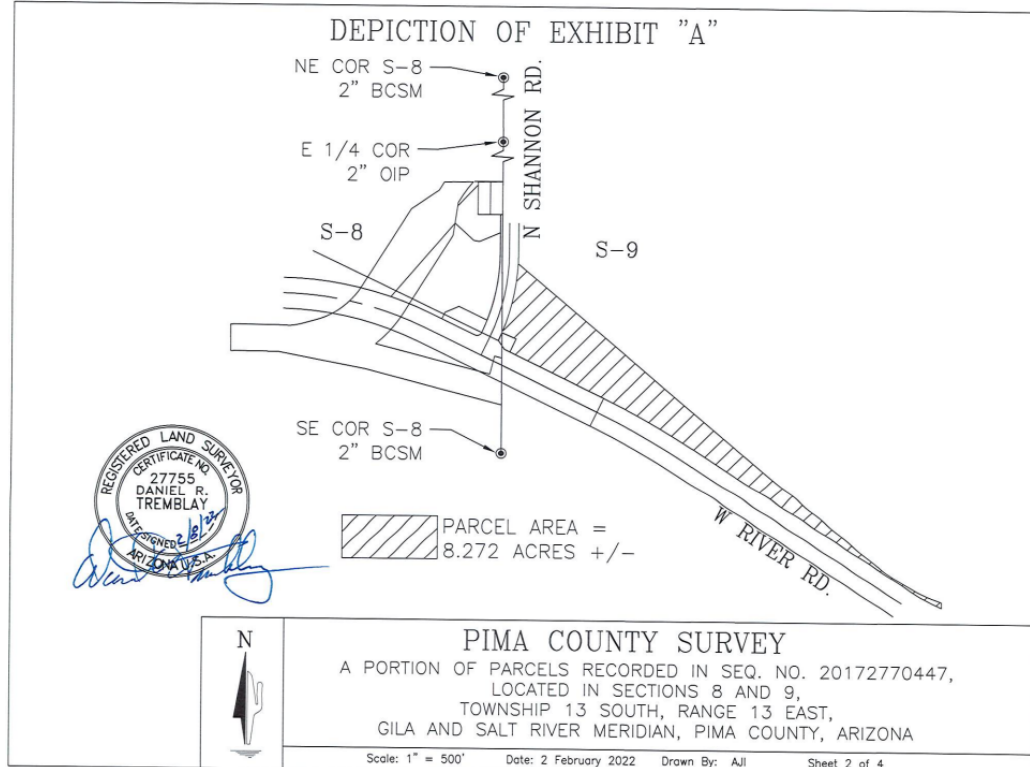
- Mapped local sheet flooding area along the southern property line with Wyatt St.
- Base flood elevation 0.5ft, Special Study 46



Shannon and River NE Corner

Parcel ID 101-14-3620 & 101-14-7360 portion

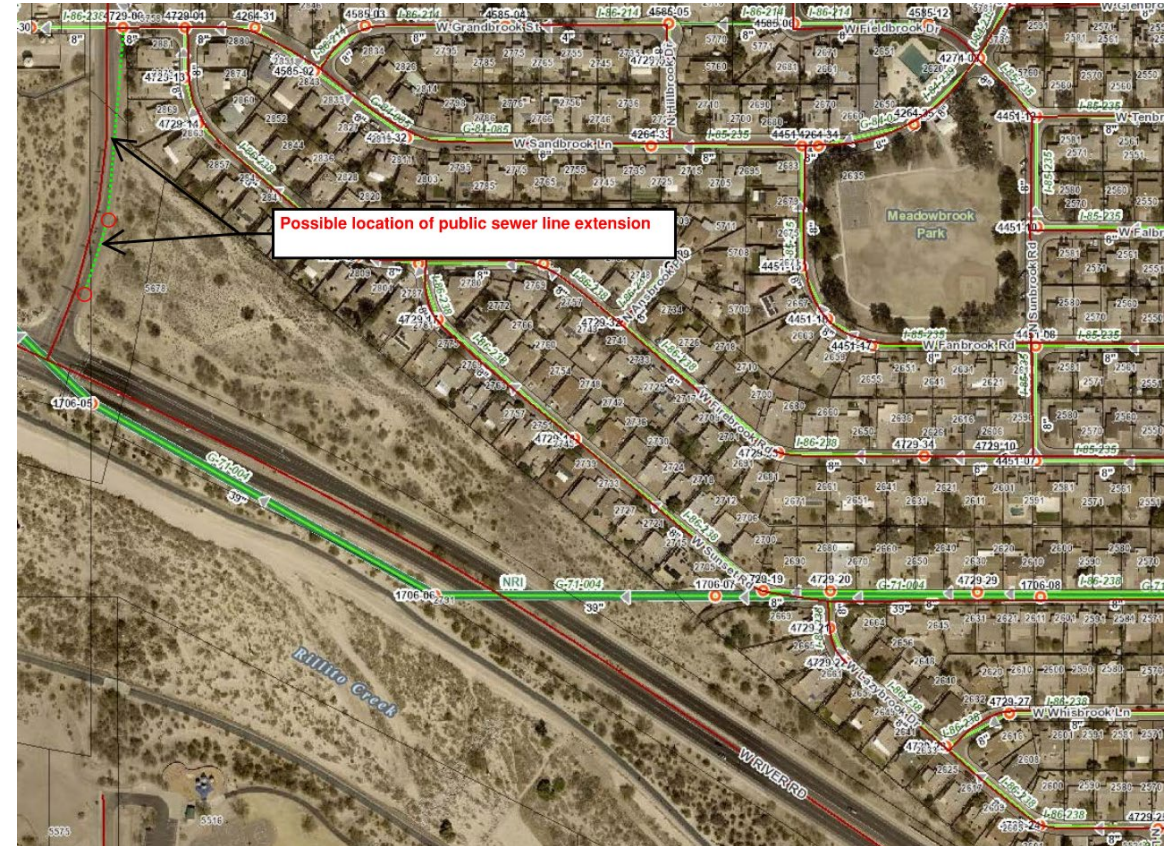
- Zoning Analysis:
- Currently SH zoning which allows 2 dwellings for 36,000 square feet.
- Can cluster into a development plan for 16 – 19 units with minimal site setbacks
- Loop Residential benefits such as smaller lots relaxed plat standards if creating Single Family
- Recommended for RFP



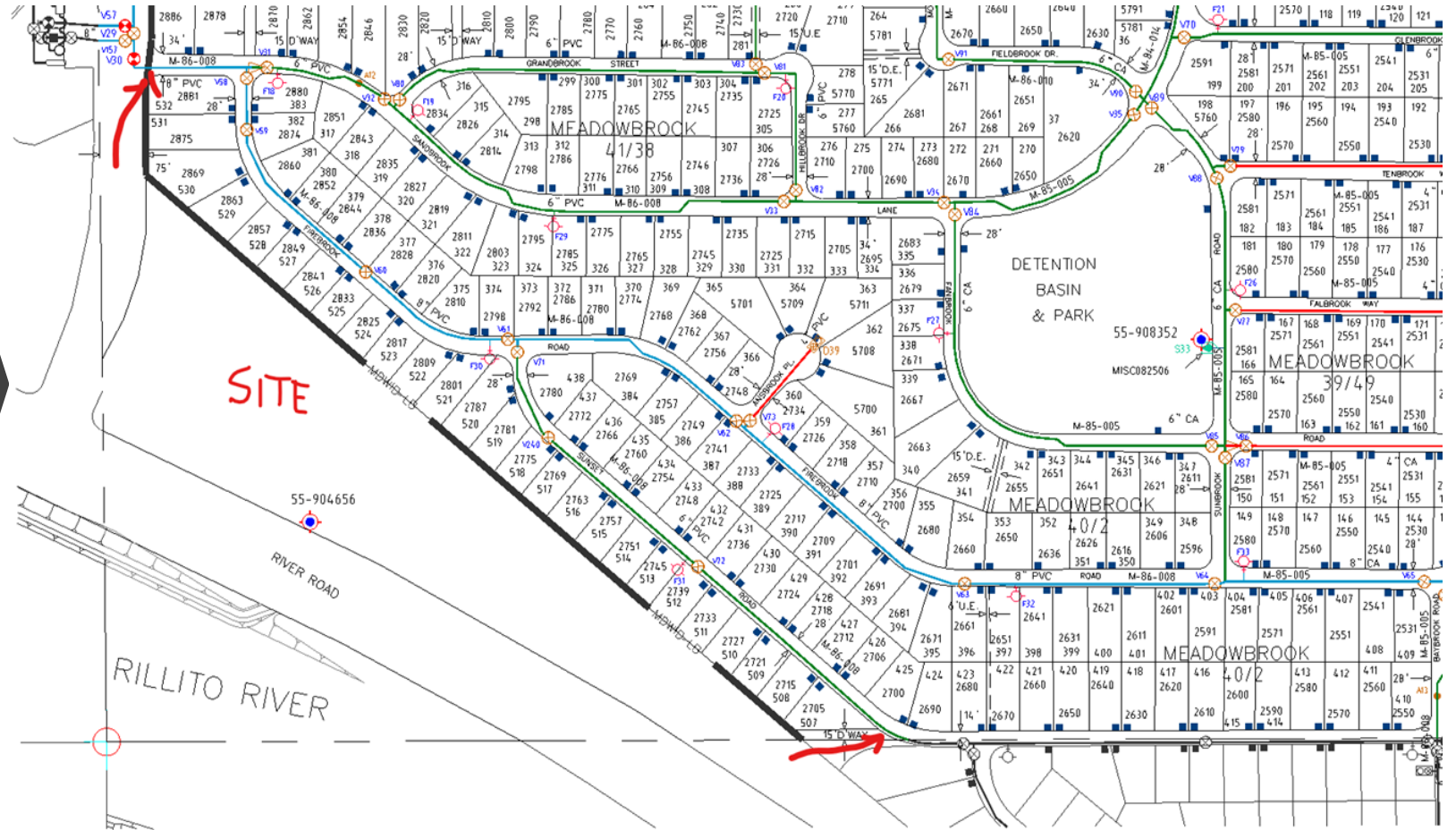
Sewer

Parcel ID 101-14-3620 et al

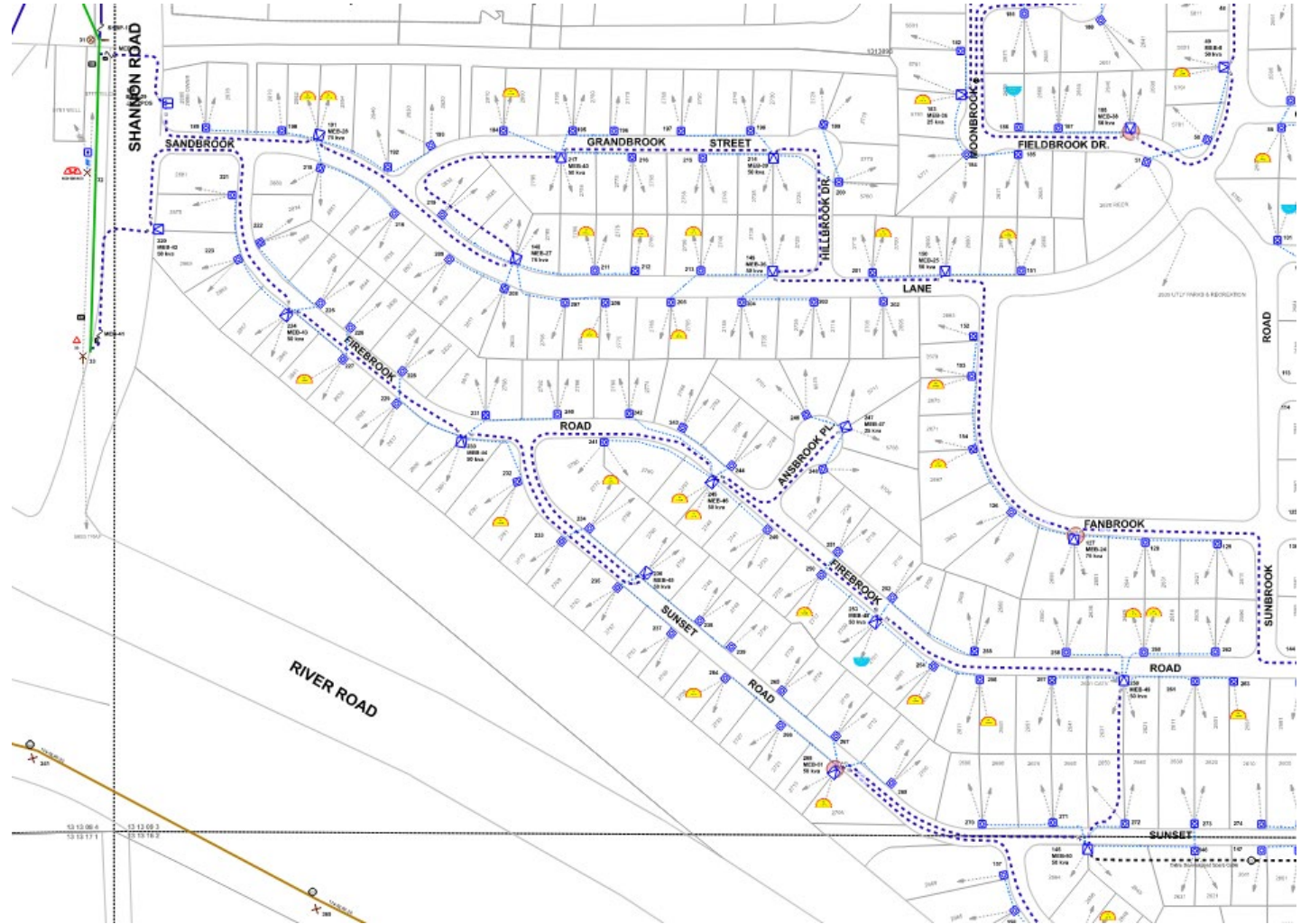
- A public sewer line extension would have to be constructed in Shannon Rd. connecting to the existing sewer north of the project site.
- The public sewer line extension would require at least two new public manholes to keep the sewer in the shoulder area of Shannon Rd.
- There is an existing 39" public sewer interceptor that runs through the property. Access to it shall be maintained.



Metro Water
Parcel ID
101-14-3620
et al

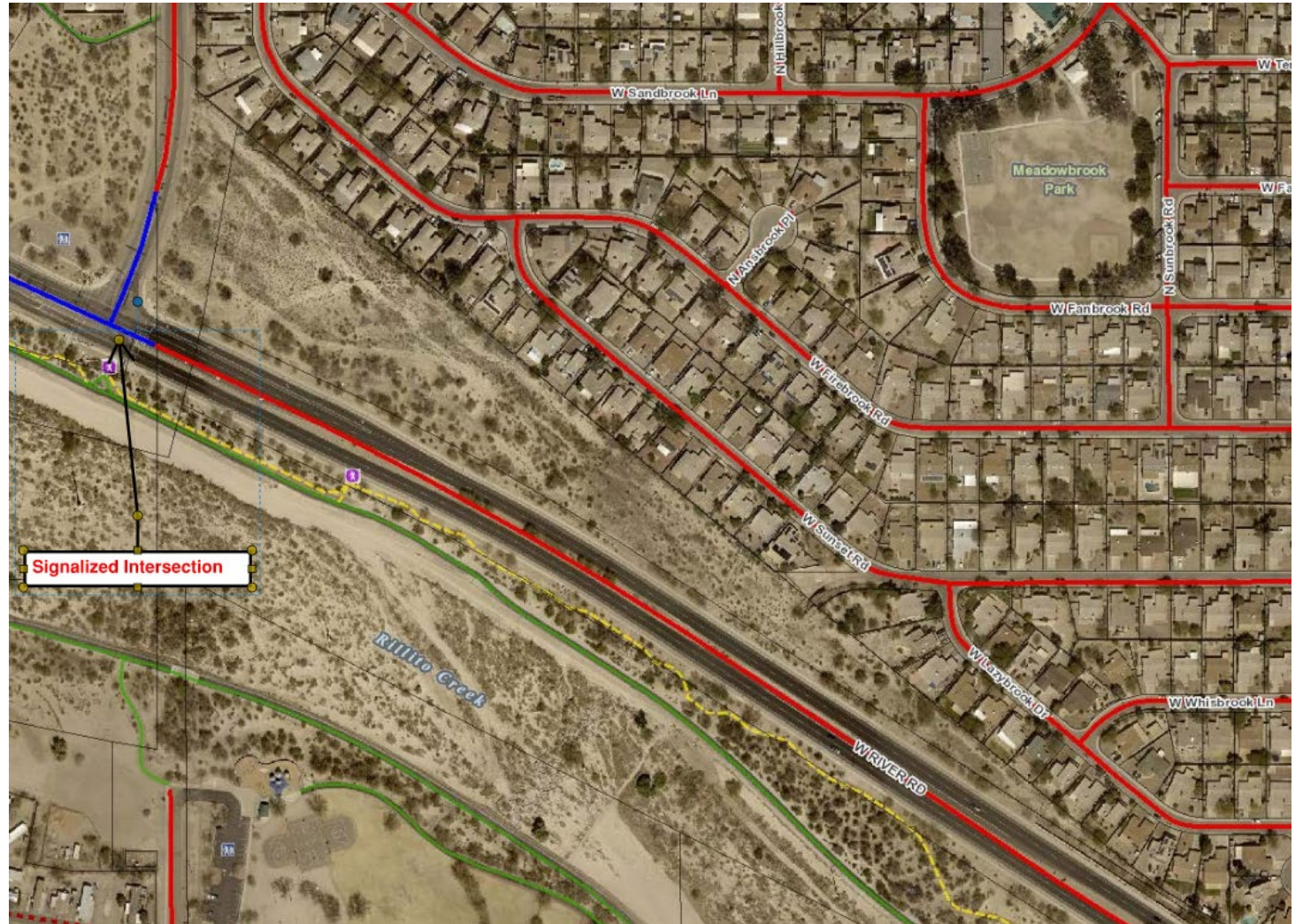


Tucson
Electric Power
Parcel ID 101-
14-3620 et al



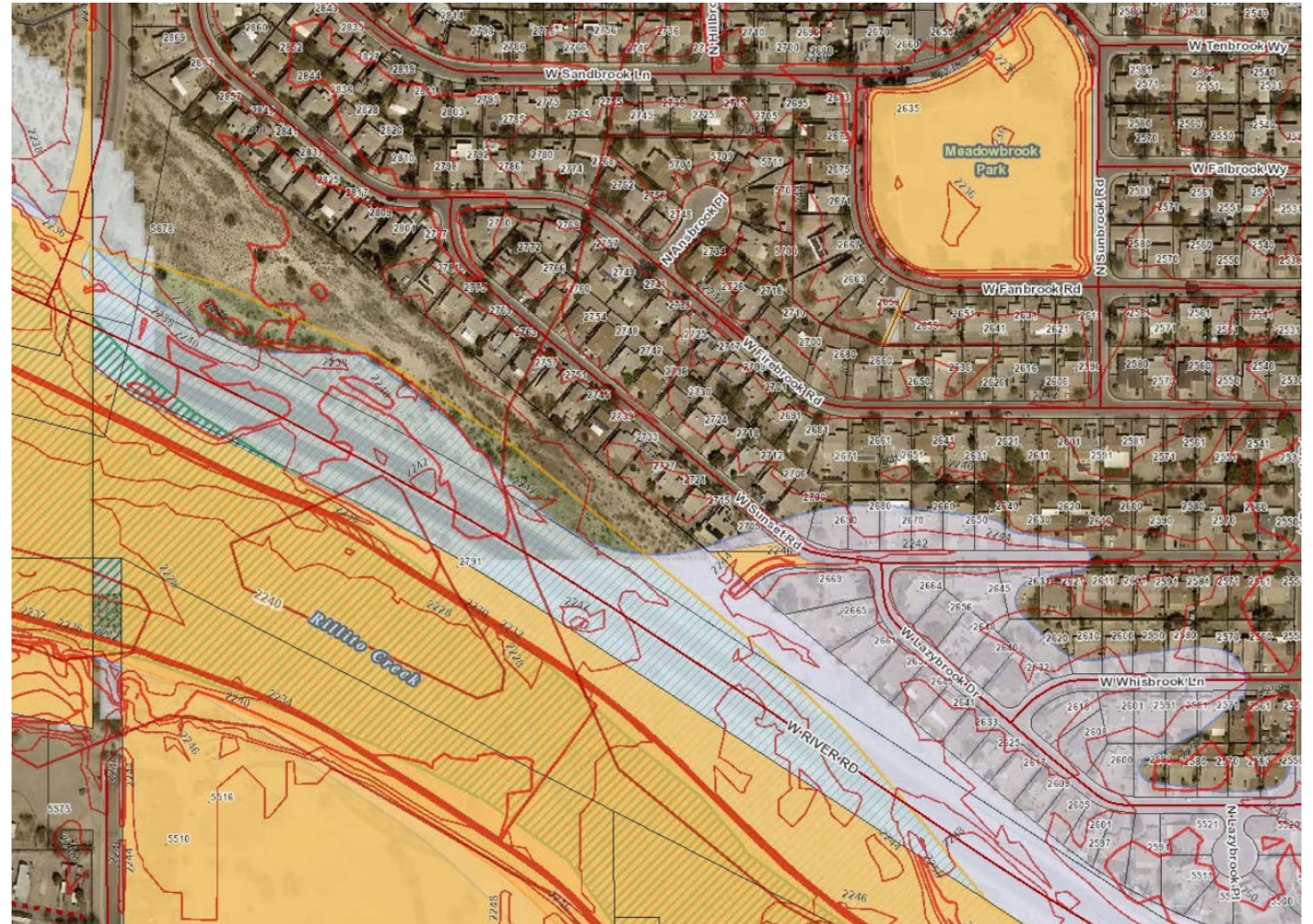
Transportation Parcel ID 101- 14-3620 et al

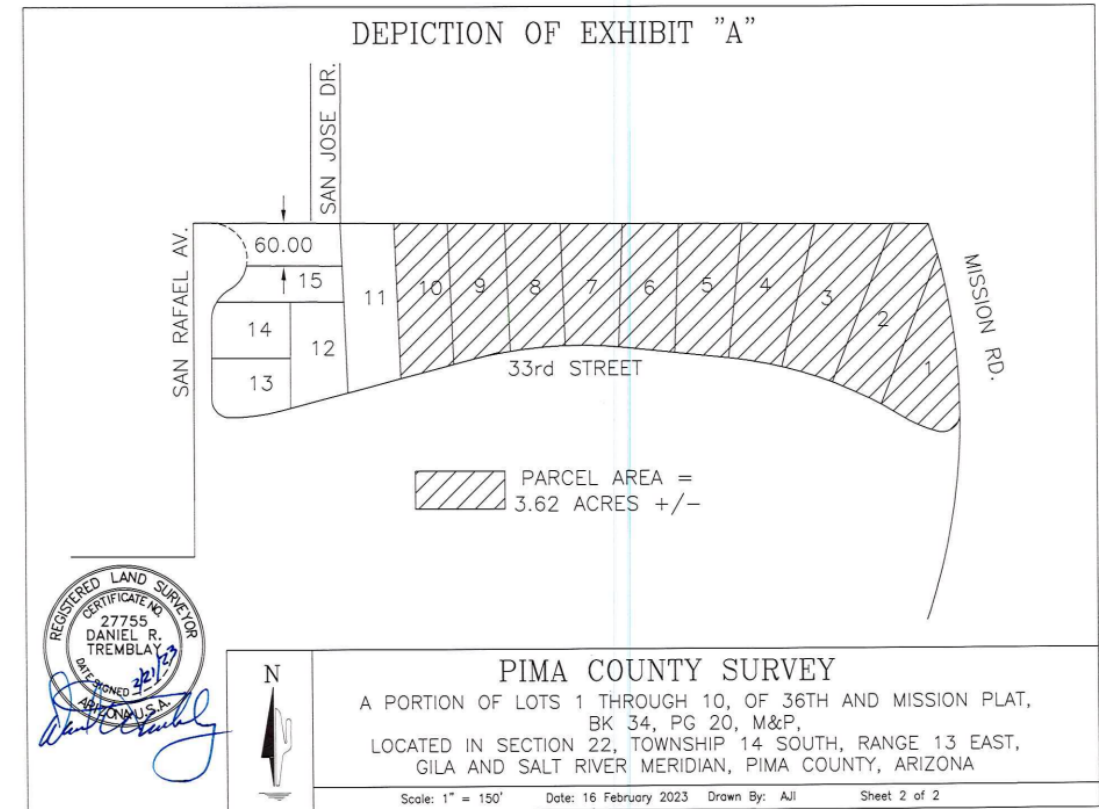
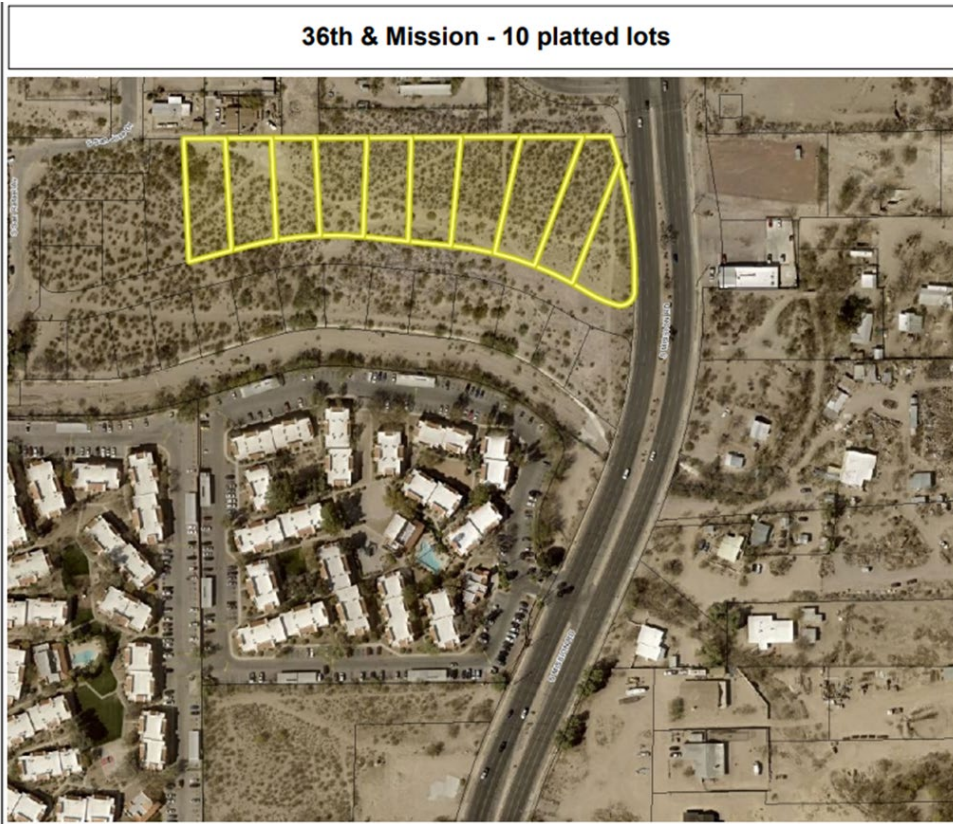
- Potential access points off of River Rd. and Shannon Rd.
- New driveway on River may trigger a right turn into the project therefore requiring the existing right turn at the intersection to be extended to accommodate the project drive.
- The City of Tucson operates the signalized intersection of River Rd. and Shannon Rd.
- Any driveway connection on Shannon Rd. would have to be out of the functional limits of the intersection so existing movements are not affected. Driveway may be limited to right in/right out only.



Regional Flood Control Parcel ID 101-14-3620 et al

- Parcel is located within a FEMA shaded Zone X
- Important Riparian Area-
Xeroriparian C
- Facility Impact Area





Mission and 36th 10 parcels

Zoning Analysis:

- Platted in 1981, these lots are numbered 1 through 10.
- The lot size is around 13K to 19K in size and zoned R-1.
- These lots are not restricted by the Hillside compliance per the plat.
- Per the Land Use Code, lots larger than 10,000 square feet are allowed two units by right.
- For these 10 lots that would be 20 units.
- Recommended for RFP

Sewer 1602 W. 33RD St.

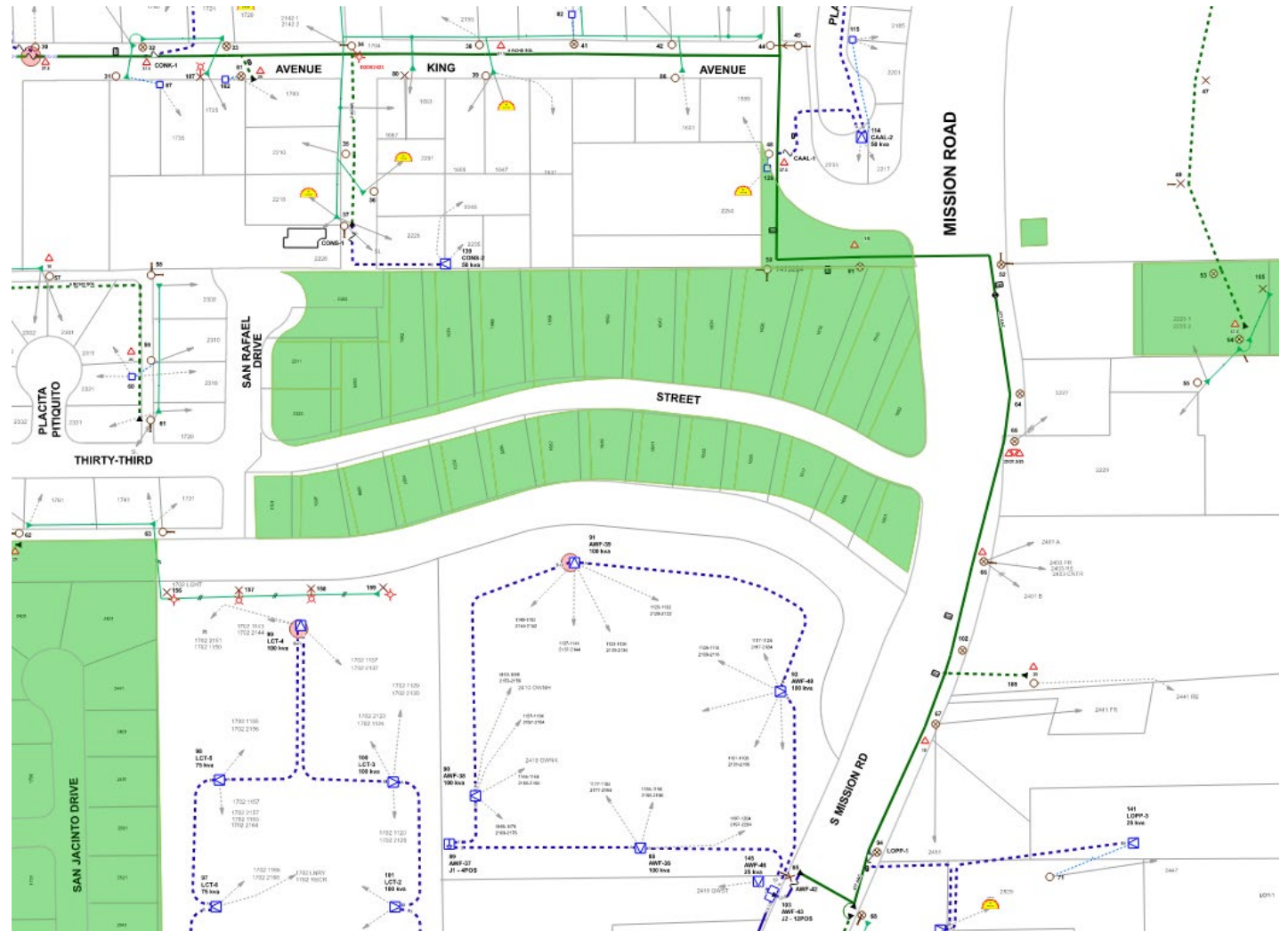
- 8" Public sewer line extension will be required
- Multiple public manholes will be needed



Tucson
Water
1602 W. 33RD
St.



Tucson
Electric Power
1602 W. 33RD
St.



Transportation 1602 W. 33RD St.



- Can the street be built and new right-of-way be dedicated for a cul-de-sac?
- Can the street be built as private PAAL?
- Does the street have to be extended to the west providing connection to San Rafael Ave?
- Will TFD require the secondary access for emergency purposes?

Regional Flood Control

1602 W. 33RD St.

- FEMA Zone AE
- FEMA Zone X
- Erosion Hazard Setback
- Important Riparian Area-Xeroriparian C
- Hillside Development Zone

