CITY OF FLAGSTAFF

REQUEST FOR PROPOSALS

PRODUCT AND OR SERVICES: **PROPERTY FOR CORE SERVICES MAINTENANCE FACILITY**

PROPOSAL NUMBER: 2013-44

PROPOSALS DUE NO LATER THAN: 3:00 P.M., SEPTEMBER 24, 2013

PRE-PROPOSAL MEETINGS (Non-Mandatory): THURSDAY, AUGUST 15, 2013 @ 2:30 P.M. and THURSDAY, SEPTEMBER 5, 2013 @ 10:30 A.M.

TO BE HELD AT: CITY HALL BUILDING, COUNCIL CHAMBERS, 1ST FLOOR

RFP OPENING LOCATION: ***City of Flagstaff***
Management Services-Purchasing Division
211 West Aspen Ave.
Flagstaff, AZ 86001
(928) 213-2206/Fax (928) 779-7656

In accordance with the Charter for the City of Flagstaff in Flagstaff, Arizona ("City") and by Arizona State Statute, competitive sealed offers for the products or services specified will be received by the City at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Proposer will be publicly read.

Offers shall be in the actual possession of the City, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed envelope with the REQUEST FOR PROPOSAL name and number and the Proposer's name and address and the RFP closing date and time clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing a proposal response are provided herein.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

Buyer:	Rick Compau, C.P.M., CPPO, CPPB
Phone Number:	(928) 213-2275
Fax Number:	(928) 779-7656
E-mail Address:	rcompau@flagstaffaz.gov
Date:	July 22, 2013

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ACKNOWLEDGMENT OF RECEIPT

RFP ISSUE DATE: JULY 22, 2013

PRODUCT AND/OR SERVICES: PROPERTY FOR CORE SERVICES MAINTENANCE FACILITY

PROPOSAL NO.: 2013-44

QUESTIONS MUST BE RECEIVED BY: SEPTEMBER 11, 2013

OFFER DEADLINE: 3:00 P.M., on SEPTEMBER 24, 2013

Please provide the requested information below as acknowledgment that you have received our Request for Proposal ("RFP") noted above. It is **recommended** that interested proposers complete and return this acknowledgment via Fax to the City of Flagstaff Purchasing Office at (928) 779-7656 or by mail. **Only those companies or individuals returning completed acknowledgments will receive notification of any addenda or responses to questions regarding this RFP.** Proposals from companies or individuals **not** acknowledging the addenda may be considered incomplete, non-responsive and potentially subject to disqualification.

Name of Company
or Individual: _____

Name / Title of Contact: _____

Address: _____

_____

_____

Phone #: (____) _____ **Fax #**: (____) _____

E-Mail Address: _____

Signature: _____ Date: _____

NO RESPONSE FORM

Product and/or services: PROPERTY FOR CORE SERVICES MAINTENANCE FACILITY

Proposal Number: 2013-44

Proposers not responding to this solicitation are asked to complete this form. Please return this form to the address listed above or fax to *(928) 779-7656*.

Company Name:_____

Address: _____

City: _____ State: _____ Zip: _____

Phone:_____ Fax:_____

Reason for NO OFFER:

- ☐ Do not handle product/service
- ☐ Unable to respond due to current staff availability and/or business conditions
- ☐ Insufficient time
- ☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

  _____

  _____

- ☐ Other:_____

This *NO OFFER* response is authorized by: _____
Signature

_____
Title

Please check one:

- ☐ Retain our company on the mailing list for future solicitations.
- ☐ Please remove our company from the mailing list.
- ☐ Please remove our company from this commodity or service only.

INSTRUCTIONS TO PROPOSERS

1. **PURPOSE:** Pursuant to provisions of the City Charter, as well as provisions contained in this document, the City intends to establish a contract to purchase property or purchase property and exchange City owned property to assist in offsetting the purchase of property for a:

CORE SERVICES MAINTENANCE FACILITY

The City is seeking proposals from qualified Proposers to provide property or property with existing buildings for a new Core Services Maintenance Facility .

2. **PREPARATION OF PROPOSAL:**
   a. Forms: All Offers shall be on the forms provided in this RFP Package. The RFP Package shall consist of all documents listed in the Table of Contents. It is permissible to copy these forms if required. Facsimiles, telegraphic Offers or mailgrams will not be considered.
   b. Evidence of Intent to be Bound: The Offer document must be submitted with an original ink signature by the person authorized to sign the Offer.
   c. Typed or Ink; Corrections: The Offer must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in ink by the authorized person signing the Offer. No Offer shall be altered, amended or withdrawn after the specified RFP due time and date.
   d. Unit Price Prevails: In case of error in the extension of prices in the Offer, unit price shall govern.
   e. Days: Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.
   f. Duty to Examine: It is the responsibility of all Proposers to examine the entire RFP Package, as well as the City owned property offered for exchange (see page 11, Section 15) and seek clarification in writing of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
   g. Proposers List: Proposers who fail to respond to solicitations for two consecutive procurements of similar items may be removed from the applicable Proposers list.
   h. Submittal: All Offers must be clearly marked: **Property for Core Services Maintenance Facility, RFP #2013-44**, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope. Proposals shall be provided in three ring binders with **ONE (1) ORIGINAL AND FIVE (5) COPIES** of the proposal included. There is a Purchase and Sale Agreement, in addition to this RFP document, that will be available in a future Addendum that the successful Proposer will be expected to sign.

3. **QUALITY OF PROPOSAL:** The quality of the proposal(s) submitted by the Proposer is viewed as a basic indication of the Proposer's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

4. **GENERAL CONTENT:** The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight-forward, concise delineation of capabilities to satisfactorily perform the proposal being sought. Proposers should not necessarily limit the proposal to the performance of the

service in accordance with this document but should outline any additional services and their costs if deemed necessary to accomplish the scope of services.

5. **INQUIRIES:** Any question(s) related to this RFP shall be directed to the Buyer whose name appears at the bottom of the front page of this document. Questions should be submitted in writing when time permits. Proposers shall not contact or ask questions of the department for which the requirement is being procured. The City **shall not** be responsible for Proposers adjusting their proposal based on any oral instructions made by any employees or officers of the City. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Proposers who are listed with the City as having received the original RFP.

   The City shall not respond to any requests for information pertaining to specifications received less than five working days (Monday–Friday, excluding holidays) before the proposal opening. Any interpretation or correction of the RFP documents shall be made only by written addendum and a copy of each addendum shall be mailed, faxed or delivered to all who are known to have received a RFP Package. The City shall not be responsible for any other explanations or interpretations of the RFP Package.

   The Buyer may be required to submit any and all questions in writing at the City's sole discretion. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Proposer shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

6. **LATE PROPOSAL:** Late proposal responses shall not be considered. A Proposer submitting a late proposal shall be so notified.

7. **WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date a Proposer (or designated representative) may withdraw the Proposal. Facsimile, telegraphic or mailgram withdrawals shall not be considered.

8. **ADDENDUM(S) TO PROPOSAL:** The Proposer shall acknowledge receipt of a Solicitation Addendum by signing and returning the document prior to the specified due time and date. Failure to return a signed copy of a material solicitation addendum or to follow the instructions for acknowledgment of the solicitation addendum may result in rejection of the proposal.

9. **TAXES:** The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.

10. **EVALUATION AND AWARD OF CONTRACT:**
    a. Unless the Proposer states otherwise, or unless otherwise provided within the RFP, the City reserves the right to make multiple awards or to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. In accordance with the City Charter the contract shall be awarded to the highest scoring responsive, responsible Proposer whose proposal is the most satisfactory and advantageous to the City based on the factors set forth in the RFP Package. The City shall be the sole judge as to the acceptability of the products or services offered.

    b. Notwithstanding any other provision of the RFP Package, the City expressly reserves the right to:
        (1) Waive any immaterial defect or informality; or
        (2) Reject any or all Offers, or portions thereof; or

(3) Cancel/Reissue an RFP.

c. All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the Agreement. Offers do not become contracts unless and until they are formally accepted by the City. If the value of the services or goods in the Proposal is $50,000 or less, a contract will be formed when the City Manager accepts, in writing, the Proposer's Offer. Regardless of whether the Offer is accepted by the City Manager or not, an Agreement will be executed. Once the Agreement is fully executed, it will be the final and binding contract between the Proposer and the City. The Agreement may incorporate some or all of the RFP Package.

d. The City reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. No alteration of any contract resulting from an Offer may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment. Any attempt to alter any such contract without such approval is a violation of the contract. Any such action is subject to legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Proposer.

11. ENVIRONMENTAL PROCUREMENT POLICY: The City has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation.

12. NON-COLLUSION: The Proposer shall sign a non-collusion affidavit.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any offer received by a Proposer in response to this RFP.

1. **CERTIFICATION:** By signature on the Offer page, Proposer certifies that:
   a. The submission of the Offer did not involve collusion or other anti-competitive practices.
   b. Proposer 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 public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.

2. **GRATUITIES:** The City may, by written notice to the Proposer, cancel any resulting contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.

3. **OFFER BY PROPOSER:** All responses to this RFP are offers to contract with the City and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package. Offers do not become contracts unless and until they are formally accepted by the City. Formal acceptance may occur when the City Council accepts the Offer and enters into an agreement with Proposer, as allowed under the Flagstaff City Charter. The City reserves the right to clarify any terms with the Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. A contract approved by the City Council may only be changed by written amendment signed by duly authorized representatives of the City and the Proposer.

4. **EXCEPTION TO THE SOLICITATION:** Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists, identifying the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation," shall be considered invalid and void and of no contractual significance.

   The City reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them.

5. **PROTESTS:** Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the City Purchasing Director. A protest of a solicitation shall be received at the City Purchasing Department before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the City Purchasing Director within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
   a. The name, address and telephone number of the protester;

b. The signature of the protester or its representative;
c. Identification of the solicitation or contract number;
d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
e. The form of relief requested.

6. **ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Agreement, without the prior written consent of the City.

7. **LICENSES:** Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the Agreement.

8. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration by the City should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

9. **CONFIDENTIAL INFORMATION:**

A. If a Proposer believes a specific section of its proposal to be confidential, the Proposer is to mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential.

B. The information identified by the person as confidential shall not be disclosed until the City makes a written determination.

C. The City shall review the statement and information and shall determine in writing whether the information shall be treated as confidential.

D. If the City determines to disclose the information, the City shall inform the Proposer in writing of such determination.

E. After award of a contract, proposal responses shall be considered a matter of public record and subject to disclosure. Materials submitted by Proposers shall become the property of the City unless otherwise requested at the time of submission. Materials identified as confidential by the Proposer will be reviewed by the City Purchasing Office which shall make a determination as to whether the information is disclosable. Generally, information submitted in response to this RFP is considered a matter of public record and subject to disclosure pursuant to the Arizona Public Records Law.

10. **PRE-PROPOSAL CONFERENCE:** A prospective Proposers' conference may be held at the City's sole discretion. <u>If scheduled, the date(s) and time(s) of any pre-proposal conference will be indicated on the cover page of this document</u>.

The purpose of this conference shall be to clarify the contents of this RFP Package in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP Package or any apparent omission or discrepancy should be presented to the City at this conference. The City shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

11. DISCUSSIONS AND REVISIONS TO PROPOSAL: The City, at it's discresion, may shortlist and have discussions with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, those shortlisted Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining Best and Final offers from those shortlisted Proposers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

A. Determine in greater detail such Proposers' qualifications, and

B. Explore with the Proposers, the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;

C. Determining whether the Proposers have the necessary personnel and facilities to perform within the required time;

D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

12. FINANCIAL STATUS: All Proposers shall make available upon request any information regarding financial, liens or debt on buildings or property that pertains to their proposed property. a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the City shall be sufficient grounds for the City to reject a proposal, and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the City with that information as part of its proposal. The City may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the City, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the City with a written notice to that effect, and shall provide the City with any relevant information it requests to determine whether the Proposer will meet its obligations to the City.

13. GOVERNING LAW: This solicitation shall be governed by and construed in accordance with the laws of the State of Arizona.

14. POINT OF CONTACT: The proposal must indicate the name of one individual who the City is to contact with any questions or clarifications in regards to the proposal.

15. ON-SITE INVESTIGATION: Proposers are strongly encouraged to view the following City owned properties as potential sites for exchange in conjunction with sale of proposed property offered. Locations of property are as followed:

1. **McAllister Ranch Property** (approximately 19 acres): 3366 W. Route 66, Flagstaff, Arizona (currently zoned "General")—Currently no environmental information available for this property)

2. **Current Public Works Maintenance Yard** (approximately 7 acres): 419 N. Mogollon, Flagstaff, Arizona (currently zoned "Public facility")---environmental information available in **Exhibit B**)

Note: The two (2) City owned properties listed above, will need to be subdivided by the successful Proposer, if their proposal includes either or both of these City owned properties for exchange and may require a rezone, depending on the successful Proposer's intended use of the property.

The Proposers shall be responsible for examining these potential sites, including performing any and all property due diligence, and to have carefully examined all of the RFP Package and to have satisfied themselves as to the conditions of the potential sites before submitting a proposal and entering into the contract. The City has provided all available environmental studies, which are located in Exhibit B. Any Proposer who requests additional related information, that we currently do not have, and/or a Proposer requests soil testing, it shall be at the Proposer's expense. No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

16. CONTRACT ADMINISTRATION: To help insure contract compliance, a Contract Administration Process will be an integral part of the contract. This Contract Administration Process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the users to monitor and assure contract compliance. The Proposer should know during the proposal process that the successful Proposer will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful Proposer by the presence of the Contract Administration Process, as long as contract compliance is maintained.

All changes or amendments to the contract are to be in writing, authorized by the Purchasing Director, approved by the City Council, and signed by authorized representatives of the parties.

17. OFFER ACCEPTANCE PERIOD: In order to allow for an adequate evaluation of proposal responses, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date. The City also requires that the successful Proposer hold the negotiated offer price for 180 days, post award, to allow sufficient time for the City to conduct due diligence.

18. CONTACT WITH CITY EMPLOYEES AND CONTRACTORS:
All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel, City Council Members, City Manager, Assistant City Manager(s), Deputy City Manager(s),

Department Directors or other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified on Page One of this document.

19. ALTA SURVEY: The successful Proposer will be required to provide to the City an ALTA Survey prior to the City's Due Diligence Period

20. TITLE AND ESCROW: The City, as the Buyer of the selected proposed property, reserves the right to choose the Title Company.

21. CLOSING COSTS: Closing costs shall be negotiated with the successful Proposer.

PROJECT DESCRIPTION

1. INTRODUCTION

The City of Flagstaff is a growing community in Northern Arizona which is in need of a new Core Services Maintenance Facility. The existing Public Works Maintenance Yard is located at 419 N. Mogollon, Flagstaff, Arizona. This facility was originally built with a voter approved bond in 1948. Over the years, there have been numerous buildings built on this property as growth dictated.

The city is looking at purchasing approximately 20 contiguous acres of developable land that will house Public Works Administration, Parks Maintenance, Fleet Maintenance, Facility Maintenance, Street Maintenance, Solid Waste and Sustainability & Environmental Management Sections and other possible City operations as necessary (e.g., Utilities, etc.).

Due to the nature of the City's Public Work's business operation, access to a major collector and/or arterial streets/freeways will be essential.

The city will take into consideration any current facilities on the proposed property that will be functional for our operation. Existing usable infrastructure, or the need to install new infrastructure, will also be considered in the evaluation process.

The city may also take into consideration any proposed exchange of current City owned property available in conjunction with Proposer's property sale. These available City owned properties are identified in this RFP in **Section 15** under Standard Terms and Conditions, and again in **Evaluation Criteria B**, under Proposal Format/Submittal.

2. CITY OF FLAGSTAFF ENVIRONMENTAL INFORMATION

The City of Flagstaff has existing AHERA compliant asbestos survey information for all facilities at the existing Public Works Maintenance Yard located at 419 North Mogollon Street in Flagstaff, Arizona. All asbestos-containing building materials are in good condition and do not pose a hazard for the release of asbestos fibers.

Existing Public Works Maintenance Yard facilities older than 1978 have been surveyed for lead-based paint. All lead-based paint is in good condition and does not pose a health hazard.

A Phase I investigation has been conducted for the Public Works Maintenance Yard. RECs were identified that have been followed up by Phase II environmental soil sampling. Results from soil sampling indicate most soil levels of contaminants are below residential and industrial soil remediation levels (SRL's) established by the State of Arizona (Title 18-Environmental Quality, Chapter 7-Department of Environmental Quality Remedial Action). The City plans to remove soil from four areas where soil contamination exceeds SRL's along with confirmation sampling to verify removal is below residential and industrial soil remediation levels. Removal of soil from these four (4) areas shall occur after the City vacates this site, but before property transfer.

The Public Works Maintenance Yard operates under an existing Notice of Intent with ADEQ for storm water pollution prevention (authorization number AZMSG-6242).

Underground storage tanks were located near the southeast corner of the Fleet Services building. These tanks were removed and closed in accordance with ADEQ requirements in 1998 and 2003.

There are no underground storage tanks remaining at the Public Works Maintenance Yard. An above ground fueling station tank is located just west of the Fleet Services building and will be removed from the current yard and reinstalled at the new location. (See environmental information in **Exhibit B**).

3. ENVIRONMENTAL REQUIREMENTS FOR ALL SHORTLISTED PROPOSERS FOR THE SALE OF THEIR PROPOSED PROPERTY FOR THE CITY'S CORE SERVICES MAINTENANCE FACILITY

Phase I, II, III Investigations (All of the environmental requirements, in phases I, II and III, to include asbestos surveys and lead-based paint surveys, shall be required for those Proposers who are shortlisted after the initial evaluation and scoring of proposal responses)
A Phase I environmental site assessment shall be required for all properties. Phase I investigations shall be conducted by the Proposer to evaluate the potential for recognized environmental conditions (RECs) at properties as defined in the American Society of Testing and Materials (ASTM) Standard E 1527-05 and fulfill the All Appropriate Inquiry (AAI) clause of the "innocent landowner defense" and "bona fide prospective purchaser" clauses of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

A Phase II investigation shall be performed by the Proposer if RECs are identified in the Phase I which would require sampling to determine if contamination is present. A Phase III investigation shall be performed if contamination is identified that requires removal to meet established regulatory clean up levels if the City is still interested in acquiring the property. The City, at its sole discretion, may choose to extend the 180 day Proposal in the event that conducting a phase III is required.

Any remediation of contamination shall be performed in coordination and compliance with Arizona Department of Environmental Quality (ADEQ) regulations. Any soil contamination shall be remediated below residential and industrial soil remediation levels (SRLs) established by the State of Arizona (Title 18-Environmental Quality, Chapter 7-Department of Environmental Quality Remedial Action).

Asbestos Surveys
Asbestos surveys shall be conducted, by the proposer, for all facilities. The surveys shall include all building materials other than glass, metal, or wood. The survey shall be conducted in compliance with the Asbestos Hazard Emergency Response Act (AHERA), Occupational Health and Safety Administration, and EPA protocols. Sampling of building materials shall be performed by an AHERA certified building inspector. If regulated asbestos-containing building materials are identified and determined to be in poor condition where asbestos fibers could be easily released, these materials shall be removed by a licensed asbestos abatement contractor or be stabilized so there is no risk for the release of asbestos fibers if the City is still interested in acquiring the property.

Lead-Based Paint Surveys
Facilities with ages of 1978 or older require lead-based paint surveys to determine the concentration of lead in any paints. Lead-based paint surveys shall be the responsibility of the Proposer and conducted by personnel certified by the Toxic Substances Control Act (TSCA) Section 402 (a) (1) to conduct lead-based paint activities pursuant to 40 Code of Federal Regulations Part 745.226. Lead-based paint determined to be in a deteriorated condition shall be removed by personnel certified in compliance with Environmental Protection Agency Lead-Based Paint Abatement Workers training requirements if the City is still interested in acquiring the property.

Underground Storage Tanks:
Any underground storage tanks that may be present shall be removed, by the successful Proposer in coordination with the Arizona Department of Environmental Quality (ADEQ) prior to close of escrow, if

the City is still interested in acquiring the property. If a known Leaking Underground Storage Tank (LUST) identified by ADEQ is present, remediation and approval of closure by ADEQ shall be obtained. If unregistered underground storage tanks are known or identified in the Phase I investigation, the tanks shall be reported to ADEQ followed by removal in compliance with ADEQ regulations along with obtaining a closure letter from ADEQ prior to close of escrow, if the City is still interested in acquiring the property.

4. SCOPE OF PROJECT

The City is accepting proposals for the purchase of approximately 20 contiguous acres of developable land for a new Core Services Maintenance Facility for the Public Works Division.

Proposals will be evaluated and scored using the following criteria, as outlined in the Proposal Format/Submittal section, on page 16:

A. Location (30%, plus bonus points)
B. Offer Price (25%)
C. Quality of Onsite and Offsite Infrastructure (25%, plus bonus points)
D. Functional Existing Facilities That Would Support the Core Services Functions (20%)

PROPOSAL FORMAT/SUBMITTAL

FORMAT AND CONTENT: To aid in the evaluation, all proposals should follow the same general format. The proposals are to be submitted in binders and have sections tabbed with proposal information as outlined in the categories/criteria below.

The Evaluation Committee will evaluate responses to this RFP based on the information provided in each of the Proposer's proposal responses and interviews, if conducted, as necessary. To allow for a standard basis of evaluation, all proposal responses shall follow the format outlined below. **An original and five (5) copies are to be submitted.** Proposal responses should be organized with sections/dividers as follows:

Cover:
The cover should contain the following relevant data as a minimum:

- Statement indicating response to: Property for Core Services Maintenance Facility
- RFP No. 2013-44
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

Title Page:
Proposers shall include their company name, address, e-mail/website address(es), phone and fax numbers and name(s) of principals.

Evaluation Criteria (The evaluation criteria outlined below, ultimately involve the financial impacts to the City regarding total cost of ownership, which will be given significant consideration during the evaluation and scoring of proposal responses):

A. Location-- 30% (maximum points 160)

1. General Site Description
   a. Indicate the precise location of your proposed real property. Bonus points will be given for each Mile Buffer Zone (illustrated on the map in **Exhibit A**) as follows:

      10 bonus points – Site is within target area and meets zoning requirements
      8 bonus points – Site is within one (1) Mile of target area
      6 bonus points – Site is within two (2) Miles of target area
      4 bonus points – Site is within three (3) Miles of target area

   b. Include legal description of the proposed site including a deed showing proof of ownership, total size (number of acres), and dimension.

   c. Include information regarding any leases pertaining to any part of the proposed property, including the current tenants. The successful Proposer shall be responsible for relocating any and all tenants prior to the close of escrow.

   d. Include flood zone map that indicates any applicable flood zones for the entire site.

e. Include information regarding soil, rock and resources (e.g., trees, etc.) throughout the entire site.

f. Include appropriate (City or County) zoning map and information that describes the applicable zoning and designation for the site and surrounding properties. Include information regarding your proposed property's proximity to other developments (e.g., commercial, residential, open space, etc.).

B. Offer Price-- 25% (maximum points 125)

Indicate offer price for property being proposed. Successful Proposer shall pay any commission on property sold. Also, Proposer to indicate willingness to use available City owned property (below), as an exchange in conjunction with your proposed property for sale:

- 3366 W. Route 66 - McAllister Ranch—**Note**: Depending on the proposal responses submitted and the evaluation of all associated cost considerations, the City reserves the right to reject all proposals as submitted and use the McAllister Ranch for the new Core Services Maintenance Facility. The property is currently zoned as "General". The successful proposer will be required to submit for a re-zoning case as required by City Code, prior to development, depending on intended use.

- 419 N. Mogollon - Current Public Works Maintenance Yard
  The property is currently zoned as "Public Facility". The successful proposer will be required to submit for a re-zoning case as required by City Code, prior to development, depending on intended use.

C. Quality of Onsite and Offsite Infrastructure-- 25% (maximum points 135)

The City will evaluate any existing infrastructure, or lack of, to determine the infrastructure required to be installed in order to be functional as a property site for the new Core Services Maintenance Facility. Include vicinity map indicating the location of the site and the location, distance to the nearest water, wastewater, electrical gas and telephone sources and size that indicates the capacity to serve the square footage of light industrial. Also, indicate whether your proposed property has curb, gutters and sidewalks. Bonus points will be given as follows:

- Up to 10 bonus points-- If minimal onsite & offsite infrastructure is required
- Up to 6 bonus points-- If moderate onsite & offsite infrastructure is required
- Up to 4 bonus points-- If extensive onsite & offsite infrastructure is required

1. Operational Cost Considerations that will be evaluated by the City, are as follows:

a. Include information with regard to access to a major collector and/or arterial streets/freeways. The City will take into consideration and evaluate traffic issues, with regard to where your proposed property is located and if any traffic improvements will be required.

b. Include information with regard to how conducive your proposed property site is to build on that conforms to the City's Regional Plan.

c. Include American Land Title Association (ALTA) survey of proposed property (**Note**: This ALTA survey is only required of the successful Proposer and shall be submitted for review and evaluation during the City's due diligence period).

d. Indicate any restrictions or factors that exist that would prohibit the City's proposed use of the property, or part of the property.

D. Functional Existing Facilities That Would Support the Core Services Functions-- 20% (maximum points 100)

Include a map showing all facilities with indicators showing functional and nonfunctional facilities.

EVALUATION CRITERIA

Proposals will be evaluated and scored based on the Proposer's response to the required information outlined in the Project Description (pages 13–15) and the requirements as outlined in the Proposal Format/Submittal requirements (pages 16–18). These sections provide a description of the evaluation criteria that will be used to evaluate the Proposals submitted for proposed real property. To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion as outlined in this RFP document.

The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this RFP, the committee may "short list" the Proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City may request "Best and Final" offers.

The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

EVALUATION CRITERIA		RELATIVE IMPORTANCE PERCENTAGE
1.	Location	30
2.	Offer price	25
3.	Quality of Onsite & Offsite Infrastructure	25
4.	Functional Existing Facilities That Would Support the Core Services Functions	20
TOTAL PERCENTAGE		**100**

(Plus possible bonus points)

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (Proposers shall describe. Attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this offer

_____ Confidential/Proprietary materials included. Proposers should identify below any portion of their offer deemed confidential or proprietary (see Standard Terms and Conditions, section **titled Confidential Information**). Identification of such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Proposer and the City prior to any public disclosure. Requests to deem the entire offer as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this offer

_____ Additional materials attached (Describe. Attach additional pages if needed)

PROPOSER QUESTIONAIRE

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____-_____

Contact for Questions about this proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

APPENDIX A
DETERMINATION OF RESPONSIBILITY

DETERMINATION OF RESPONSIBILITY OF PROPOSERS, FLAGSTAFF CITY CODE SECTION NUMBER 1-20-001-0004

A. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter with respect to an Enumerated Contract, as hereinafter defined, and such other contracts as the City shall deem appropriate in accordance with the provisions of this Section 0004, no Proposer shall be determined to be "responsible" if that Person is a Habitual Violator, as defined herein.

B. For purposes of this Section 0004, the masculine shall include the feminine and/or neuter and the singular the plural, and vice-versa, as sense shall require, and the following capitalized terms shall have the meaning set forth in this Subsection B, as follows:

1. "Person" means any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

2. "Violation" means any one of the following actions or an equivalent action by any regulatory agency, court, or other competent authority as a result of or in connection with a Covered Matter:

a. Final administrative order imposing monetary penalties, or otherwise requiring payments, in excess of $100,000;

b. Final permit revocation or suspension;

c. Fine or civil judgment imposing monetary penalties, or otherwise requiring payments, in excess of $100,000;

d. Judgment of conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, including a plea of nolo contendere or no contest;

e. Finding of contempt of any court order enforcing the provisions of any federal or state law pertaining to a Covered Matter;

f. Settlement agreement or consent order imposing monetary penalties, or otherwise requiring payments, in excess of $100,000; and

g. Debarment or equivalent exclusionary action by any public agency or instrumentality.

3. "Covered Matter" means any of the following:

a. Any offense indicating a lack of business integrity or honesty which affects the present responsibility of a Proposer, including but not limited to:

(I) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement;

(ii) Bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, or theft; or

(iii) Unlawful price fixing between competitors, allocation of customers between competitors, Proposal rigging, or any other violation of any federal or state antitrust law that relates to the submission of Proposals or proposals.

b. Violation of the terms of a public agreement so serious as to affect the present responsibility of a Proposer, including but not limited to:

(i) a willful or material failure to perform under one or more public agreements; or

(ii) a willful or material violation of a statutory or regulatory provision or requirement applicable to a public agreement.

c. Failure to pay a debt (including disallowed costs and overpayments) owed to any government agency or instrumentality, provided that the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted.

d. Violation of any law or regulation pertaining to the protection of public health or the environment.

4. "Parent" means any Person who owns or controls any other corporation, partnership, association, or legal entity, however organized.

5. "Subsidiary" means any corporation, partnership, association, or legal entity, however organized, owned or controlled by another Person.

6. "Affiliate": Persons are Affiliates of one another if, directly or indirectly, one owns, controls, or has the power to control the other, or a third Person owns, controls, or has the power to control
both.

7. "Control" means the power to exercise, directly or indirectly, a controlling influence over the management, policies, or activities of a Person, whether through the ownership of stock or securities, through one or more intermediary Persons, or otherwise. For purposes of this Paragraph B.7, a Person who owns or has the power to vote, directly or indirectly, more than fifty percent (50%) of the outstanding voting securities of another Person, or more than fifty percent (50%) of value of the other Person. Such presumption may be rebutted by clear and convincing evidence. Other indicia of control shall include, but be not limited to: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or the power to appoint or actual appointment of directors or managers. For purposes of this Paragraph B.7, a person shall be treated as owning all stock and securities owned by: his siblings, spouse, and lineal descendants and ancestors; any trust of which such person or a member of such person's family is the grantor; and any corporation or other business entity in which such person or member of such person's family owns more than fifty percent (50%) of the value or voting power of such entity.

8. "Habitual Violator" means any Proposer who has incurred, or any of whose Parent, Subsidiary, or other Affiliates have incurred, in the aggregate, more than two Violations within five (5) years preceding the Proposal opening date.

9. "Enumerated Contract" shall mean any contract by which the City purchases services to be performed, which by its terms cannot be performed in less than one (1) year and which requires the payment of a stated sum of more than One Hundred Thousand Dollars ($100,000), but shall not include contracts for the provision of professional services (such as legal, accounting, architectural or engineering) or for the construction, improvement or repair of City buildings or other public improvements.

C. For purposes of this Section 0004, any administrative action or order, judgment or criminal conviction that has been ruled on appeal in favor of the Proposer by a final decision of a competent authority will not be considered to be a Violation. If the Proposer has an appeal pending, the outcome of which will affect the determination of whether the Proposer is a responsible Proposer, the City shall not determine the Proposer to be a responsible Proposer until a final decision on the appeal is rendered.

D. Along with its Proposal or proposal documents, each Person proposing for an Enumerated Contract, or for any other contract for which the City shall choose to apply the provisions of this Section 0004 by due notice in the Proposal solicitation or request for proposals for such contract, shall provide such information as shall be necessary and appropriate for the evaluation of a Proposer under the provisions of this Section 0004, substantially in the form attached hereto as an Exhibit.

E. If information provided by the Proposer or otherwise available to the City shows that the Proposer, or its Parent, Subsidiary, or other Affiliates, have incurred in the aggregate more than two Violations within five (5) years preceding the Proposal opening date, the City shall notify the Proposer that the Proposer appears to be a Habitual Violator within the meaning of this Section 0004. Upon receipt of the notification, the Proposer shall have ten (10) days to produce clear and convincing evidence to the City that the Proposer is not a Habitual Violator within the meaning of this Section. If the City finds that the evidence, if any, produced by the Proposer is not clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine the Proposer to be a Habitual Violator. If the City finds that the evidence produced by the Proposer is clear and convincing evidence that the Proposer is not a Habitual Violator, the City shall determine that the Proposer is not a Habitual Violator. Notwithstanding anything to the contrary contained herein, the City may, but shall not be required to, deem a Proposer not to be a Habitual Violator, or may waive, in whole or in part, the requirements of this Section 0004, if the City, in its sole discretion, shall determine that:

1. There is no other Proposer reasonably capable of performing the subject contract;
2. An emergency exists such that the expeditious award of the contract is essential to the public health, safety or welfare; or
3. A change of ownership, management or control of the Proposer demonstrates, by clear and convincing evidence, as determined by a vote of five (5) at any Council meeting duly held, that the history of the Proposer is not indicative of its current business practices.

F. Any Proposer who intentionally provides false information, or intentionally fails to provide complete information, to the City in accordance with the requirements of Subsection D hereof shall be determined to be not a responsible Proposer within the meaning of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter.

G. For purposes of administering the provisions of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter, if a Proposer is not a Habitual Violator, the City may consider any other information available to the City in determining whether a Proposer is responsible. The City's

Purchasing Director or his designee may establish further specific criteria of responsibility with respect to particular solicitations or requests for proposals, which criteria shall be set forth in such solicitation or request for proposals. Further, the City's Purchasing Director or his designee may choose to apply some or all of the provisions of this Section 0004 to any contract other than an Enumerated Contract if the nature of such contract or other circumstances indicate that the Proposer's responsibility is or may be material in the performance or administration of such contract, provided that the application of such provisions shall be noted in the Proposal solicitation or request for proposals for such contract.

H. Any determination that a Proposer is not responsible, under Section 0004 shall be made in writing and shall set forth the grounds for such determination. A copy of such determination shall be promptly sent to such Proposer.

I. Nothing in this Section 0004 shall be construed to limit the right of the City to find any Proposer or proposer not responsible for purposes of Sections 2, 9, and 10 of Article VIII of the Flagstaff City Charter for any sufficient reason not enumerated herein, with respect to any City contract, whether or not the requirements of this Section 0004 are applicable to such contract.

J. If, during the course of administration or performance of any contract to which the requirements of this Section 0004 are applicable (whether by the terms hereof or by action of the City's Purchasing Director, as set forth in Subsection G hereof), either:

1. The City shall discover that the Proposer made a material omission or false statement in the course of providing the information required by Subsection D; or

2. The Proposer commits a Violation as defined above, which, in conjunction with other Violations committed by the Proposer or any Affiliate, would make it a Habitual Violator;

Then the City may terminate the contract immediately, without penalty or further obligation (other than those as may already have accrued under the terms of the contract), except as may be otherwise expressly provided in such contract.

APPENDIX B
PROPOSER DISCLOSURE FORM

Information required to be solicited pursuant to City Code Section 1-20-001-0004.D

In accordance with City Code Section 1-20-001-0004, all Proposers are required to complete and sign the following checklist. For any item checked YES, you must provide as complete an explanation as possible on one or more attached sheets, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Proposal. HOWEVER, **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS PROPOSAL AND OTHER CONTRACTS FOR THE CITY OF FLAGSTAFF.** A copy of City Code Section 1-20-001-0004 may be obtained from the City of Flagstaff Purchasing Department.

Has your company or any affiliate* of your company, in the past 5 years, (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than $100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), (iv) been found in contempt of court, or (v) been debarred, disqualified or suspended from submitting proposals on public contracts, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, or price fixing, Proposal rigging, restraint of trade or other antitrust law violation? YES_____ NO_____
2. Violation of the terms of any public contract? YES_____ NO_____
3. Failure to pay any uncontested debt to any government agency? YES_____ NO_____
4. Violation of any law or regulation pertaining to the protection of public health or the environment? YES_____ NO_____

*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.

_____	_____	_____
Signature	*Title*	*Date*

NON-COLLUSION AFFIDAVIT

State of_____)
) ss.
County of_____)

_____, affiant,

states that I am the_____
(Title)

of_____
(Contractor/Proposer)
and I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

a. The price(s) and amount of this bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
b. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
d. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
e. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

_____

_____
(Title)

Subscribed and sworn to before me

this _____ day of _____, 2013

_____
Signature of Notary Public

OFFER

TO THE CITY OF FLAGSTAFF:

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with the RFP Package. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

For clarification of this offer, contact:

Name:_____ Phone:_____ Fax:_____

Company Name:_____

Address:_____

City, State, Zip:_____

_____ _____
Signature of Person Authorized to Sign Offer Title

_____ _____
Printed Name Date