



City of Coolidge

130 West Central Avenue
 Coolidge, Arizona 85128
 Phone: (520) 723-5361
 Fax: (520) 723-7910
 TDD: (520) 723-4653

REQUEST FOR PROPOSAL Coolidge Property Development

INTRODUCTION

The *City of Coolidge* will accept competitive sealed proposals for the development of vacant City owned property at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. ***Proposals shall be submitted in a sealed package with "RFP Coolidge Property Development" and the bidder's name and address clearly indicated on the front of the package.*** All proposals shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposal Due Date:	September 26, 2019
Proposal Due Time:	10:00 a.m. MST
Number of Qualifications:	1 unbound original and 3 copies (please label original)
Contact:	Norma Ortiz, City Clerk
Telephone No./Fax No.	(520) 723-5361; (520) 723-7910
Mailing Address:	130 W. Central Avenue, Coolidge, AZ 85128
Location:	130 W. Central Avenue, Coolidge, AZ 85128

OFFER

To the *City of Coolidge*: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the ***Terms and Conditions*** contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION			
Name	Email		
Federal Employer Identification Number	Authorizing Offeror Signature		
Company Name	Printed Name		
Address	Title		
City	State	Zip Code	Telephone Number

INSTRUCTIONS TO BIDDERS

1. PURPOSE AND INTENT:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified bidders to develop City owned property located south of Selma Highway, north of Cornman Road, east of Eleven Mile Corner Road, and west of Sunshine Boulevard, **Assessor Parcel Number 401-85-003A**, approximately 18 acres.

It is the goal of the **City of Coolidge** to have a business that will develop the property as part of a larger site and provide economic benefit to the City within an agreed upon timeline.

All bid proposals shall include, at a minimum:

- a. The price to be paid for the property;
- b. The intended use of the property;
- c. Details and a schedule for planned use of the property;
- d. The projected number of job opportunities related to utilization of the property.

The intent of this RFP is to make available an irregular piece of property the City has acquired for development of a larger site. **Covenants and Restrictions** will run with the land to ensure performance as negotiated and agreed upon.

2. BACKGROUND:

The approximately 18 acre property is located ½ mile south of Selma Hwy, between Eleven Mile Corner Rd and Sunshine Blvd, **APN 401-85-003A**, and legally described below:

*A parcel of land in Section 6, Township 7 South, Range 8 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona, more particularly described as follows: **BEGINNING** at the East quarter corner of said Section 6, thence $S0^{\circ}01'10''E$ along the East line of said Section 6 a distance of 660.00 feet; **Thence** leaving said East line $S89^{\circ}37'19''W$ a distance of 530.00 feet; **Thence** $N13^{\circ}40'22''W$ a distance of 597.36 feet; **Thence** $S89^{\circ}44'19''W$ a distance of 4,814.69 feet to a point on the West line of said Section 6; **Thence** $N0^{\circ}10'50''E$ along said West line a distance of 80.00 feet to the West quarter corner of said Section 6; **Thence** leaving said West line $N89^{\circ}44'49''E$ a distance of 5,485.41 to the East quarter corner of said Section 6 and **TRUE POINT OF BEGINNING**;*



The property is currently zoned **Agricultural (AG)**, which is primarily large lot residential and agricultural activities. The City's current **Zoning Code** is available in the **Development Services** section of the **City's Website**: www.coolidgeaz.com

(INSTRUCTIONS TO BIDDERS CONTINUED...)

3. DEVELOPMENT STANDARDS:

For zoning requirements related to use, parking, setbacks, building heights, access, landscaping, etc., please contact Tim Hansen at *Development Services*, (520) 723-6075 or thansen@coolidgeaz.com

4. UTILITIES

Limited utilities are available at the site. Bidders are responsible for verifying availability of any utilities necessary for development of the site.

5. PREPARATION OF PROPOSAL:

- a. Telegraphic (*facsimile*) or electronic bids will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
- d. It is the responsibility of all bidders to examine the entire RFP package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

6. INQUIRIES:

Any question related to the RFP shall be directed in writing via regular mail or fax ***no later than September 23, 2019 at 10:00 am***, to the person whose name appears on the front. Questions submitted after the stated date and time may not be answered due to time constraints. Any correspondence related to the RFP should refer to the appropriate title, page, and paragraph number. However, the bidder shall not place the Request for Proposal title on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official RFP due date and time.

7. DUE DATE AND TIME:

Bidders must submit proposals to the *City Clerk* by ***10:00 am on September 26, 2019***, at the address or physical location listed on the *Introduction/Offer Sheet (Page 1 of RFP)*. Late proposals will not be accepted.

8. BIDDER RESPONSIBILITY:

The bidder assumes sole responsibility for the complete effort required by this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all requirements of this RFP.

9. COST OF PREPARING BID:

The City assumes no responsibility and bears no cost incurred by bidders in the preparation and submission of proposals in response to this RFP.

10. REVISIONS TO THE RFP:

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from this RFP.

11. AWARD:

Notwithstanding any other provision of this RFP, the *City of Coolidge* expressly reserves the right to:

- a. Waive any immaterial defect or informality: or
- b. Reject any or all proposals, or portions thereof, or
- c. Reissue a Request For Proposal.

12. PROPOSAL EVALUATION AND SELECTION PROCESS:

a. Proposal Evaluation Committee

Proposals will be evaluated by an *Evaluation Committee* comprised of representatives from various departments within the *City of Coolidge*.

b. Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the *Evaluation Committee* concerning its proposal. The *Evaluation Committee* may also require a bidder to submit written responses to questions regarding its proposal.

c. Evaluation criteria

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate proposals received in response to this RFP:

- 1. The bidder's management plan.
- 2. The bidder's financial stability.
- 3. Benefit to the *City of Coolidge*

d. Selection Process

The proposal shall be awarded within reasonable promptness and by written notice to the responsible bidder whose proposal, conforming to the Request for Proposals, will be most advantageous to the City, all factors considered. The successful bidder will enter into contract negotiations with the City and the final contract will be presented to the *Mayor* and *City Council* for approval.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION:

By signature in the *Offer Section* of the *Offer Award Page*, the bidder certifies that:

- a. The submission of the offer did not involve collusion or other anti-competitive practices.
- b. The bidder shall not discriminate against any employee or applicant for employment in violation of the *Federal Executive Order 11246*.
- c. The bidder has not given, offered to give, or 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 submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the bidder may be debarred.

2. GRATUITIES:

The City may, by written notice to the bidder, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the bidder or any agent or representative of the bidder, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.

3. APPLICABLE LAW:

In the performance of the resultant contract, contractors shall abide by and conform to any and all laws of the *United States, State of Arizona*, and the *City of Coolidge* including but not limited to federal and state executive orders providing for equal opportunities, the *Federal Occupational Safety and Health Act* and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in the *Superior Court of Pinal County, State of Arizona*. The contract is subject to the provisions of *ARS §38-511*; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. LEGAL REMEDIES:

All claims and controversies shall be subject to resolution in accordance with the *Bid Protest; Procedures and Resolution* Section of this RFP.

5. RELATIONSHIP TO PARTIES:

It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

6. PUBLIC RECORD:

All offers submitted in response to this RFP shall be a matter of public record after the award notification.

(STANDARD TERMS AND CONDITIONS CONTINUED...)

7. CONTRACT:

The resultant contract between the *City of Coolidge* and the contractor shall include the: **(1)** RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and **(2)** the offer submitted by the bidder in response to the RFP. In the event of a conflict in language between the City and the contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the contract, the provisions and requirements of the contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the bidder, and such a written contract shall govern in case of conflict with the applicable requirements stated in the contract or the bidder's offer. The RFP shall govern in all other matters not affected by the written contract.

8. INDEMNIFICATION:

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (*including but not limited to attorney fees, court costs, and the cost of appellate proceedings*), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents or any tier of subcontractors in the performance of the resultant contract. Contractor's duty to defend, hold harmless, and indemnify the City, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense, that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of the resultant including any employee of the contractor or any tier of subcontractor or any other person whose acts, errors, mistakes, omissions, work or services the contractor may be legally liable. The amount and type of insurance coverage requirements set forth will no way be construed as limiting the scope of the indemnity in this paragraph.

9. RIGHT TO AUDIT RECORDS:

The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.

10. LICENSES:

Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the contractor as applicable to the contract.

11. PATENTS AND COPYRIGHTS:

All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

BID PROTEST; PROCEDURES AND RESOLUTION

Any interested party having a protest with the solicitation, a determination of not susceptible for award or the award of the contract shall file a protest with the City of Coolidge City Manager in accordance with the provisions of *Article 22-15* of the *Code of the City of Coolidge*.