CITY OF MARICOPA
PROUD HISTORY · PROSPEROUS FUTURE

45145 W. Madison Ave.
P.O. Box 610
Maricopa, AZ 85139
Ph: 520.568.9098
Fx: 520.568.9120
www.maricopa-az.gov

REQUEST FOR STATEMENTS OF QUALIFICATION: RSOQ 13DSD070212 Zoning Code Update Services

INTRODUCTION

The City of Maricopa will accept competitive sealed Statements of Qualifications for services for the City Zoning Code update to be submitted at the address or physical location until the date and time detailed below. Statements of Qualifications shall be delivered to the City non-electronically and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late offers shall not be considered. *Offers shall be submitted in a sealed package with **"RSOQ 13DSD070212 Zoning Code Update Services"** and the Offeror's name and address clearly indicated on the front of the package.* All offers shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the *entire* Request for Statement of Qualifications.

Pre-submittal Meeting:	None.
Offer Due Date:	August 23, 2012
Offer Time:	2:00:00 PM Arizona Time
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail (Questions only) :	patricia.lacombe@maricopa-az.gov
Mailing Address:	P.O. Box 610, Maricopa, Arizona 85139
Proposal Delivery Location:	45145 West Madison, Maricopa, Arizona 85139

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City an offer that contains all terms, conditions, specifications and amendments in the Notice of Request for Statement of Qualifications issued by the City. Any exception to the terms contained in the Notice of Request for statement of qualifications 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 Statement of Qualifications package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: _____		For clarification of this offer contact: Name: _____ Email: _____
Federal Employer Identification Number: _____		Telephone: _____
_____ Company Name		_____ Authorized Signature for Offer
_____ Address		_____ Printed Name
_____ City State Zip Code		_____ Title

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INSTRUCTIONS TO OFFEROR

1. PREPARATION OF OFFER:

   a. Telegraphic (facsimile), electronic or Mailgram offers will not be considered.

   b. The offer document shall be submitted with an original blue ink signature by a person authorized to sign the offer.

   c. Erasures, interlineations, or other modifications in the offer shall be initialed in original blue ink by the authorized person signing the Offer.

   d. Periods of time, stated as a number of days, shall be calendar days.

   e. It is the responsibility of all Offerors to examine the entire *Request for Statement of Qualifications* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting an offer. Negligence in preparing an Offer confers no right of withdrawal after offer due date and time.

2. INQUIRIES: Any questions related to the *Request for Statement of Qualifications* shall be directed in writing or via e-mail **no later than five (5) days prior to the bid opening date,** to the person whose name appears on the front. Questions submitted after that period shall not be answered. Any correspondence related to *Request for Statement of Qualifications* should refer to the appropriate *Request for Statement of Qualifications* ID, page, and paragraph number. These questions and answers will be communicated to all via a formal Addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request for Statement of Qualifications* ID 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 *Request for Statement of Qualifications* due date and time.

3. PRE-SUBMITTAL CONFERENCE: None.

4. OFFER FORMAT: An unbound original plus five (5) bound copies (total of [6] six) of the Statement of Qualifications must be submitted to the Purchasing Manager at the Interim Maricopa City Hall, located at 45145 W. Madison Ave., P.O. Box 610, Maricopa, Arizona 85139 by 2:00 PM Arizona Time, Thursday, August 23, 2012.

5. DUE DATE AND TIME: Offerors must submit offers to the City's Purchasing Manager or designee by 2:00 PM Arizona Time, on Thursday, August 23, 2012, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RSOQ). Late offers will not be accepted.

6. OFFER OPENING: Offers shall be opened immediately following the time and at the place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Statements of Qualifications for which the offer was submitted shall be publicly read and recorded in the presence of a witness. Offers, modifications, and all other information received in response of this Request for Statement of Qualifications shall be shown only to City personnel having legitimate interest in the evaluation. After award of the

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offer, the successful offer and the evaluation documentation shall be open for public inspection.

7. WITHDRAWAL OF OFFER: At any time prior to the specified offer due date and time, an Offeror (or designated representative) may withdraw the offer. Telegraphic (facsimile) or Mailgram offer withdrawals will not be considered.

8. AMENDMENT OF OFFER: Receipt of an RSOQ Amendment shall be acknowledged by signing in blue ink and returning the original document prior to the specified offer due date and time or with the submittal.

   The City of Maricopa shall not be held responsible for any oral instructions. Any changes to this Request for Statement of Qualifications will be in the form of an addendum, which will be posted on the City of Maricopa website and furnished to all registered RSOQ holders.

9. EVALUATION: The City of Maricopa shall evaluate offers based upon the following criteria listed below in relative order of importance:

   a. Firm's demonstrated experience with zoning codes, zoning law, and land use work (possible points 25).

   b. Firm's demonstrated experience working with multiple stakeholder groups including citizens, elected officials, developers, trade organizations, and law firms to develop modern zoning solutions (possible points 25).

   c. Overall quality of the proposed team including the Project Manager and sub-consultants (possible point 20).

   d. Quality and applicability of proposed ideas, concepts, or approaches included in the statement of qualifications (possible points 20).

   e. Overall conformance to Request for Statement of Qualifications (RSOQ) including offer format and required responses (possible points 10).

10. Discussions and Interviews: After the receipt of offers, discussions may be conducted with Offeror(s) who submit offers determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or all offers prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

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STANDARD TERMS AND CONDITIONS

1. Certification: By signature in the Offer section of the Offer Award Page, the Offer or certifies that:

   a. The submission of the offer did not involve collusion or other anti-competitive practices.

   b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.

   c. The Offeror 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 Offeror may be debarred.

2. Gratuities: The City may, by written notice to the Offeror, 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 Offeror or any agent or representative of the Offeror, 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 Maricopa 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.

   a. The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

   b. 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 according to the terms of the City of Maricopa Procurement Code.

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5. Contract: The resultant contract between the City of Maricopa and the Contractor shall include the:
(1) RSOQ, including instructions, terms and conditions, scope of work, attachments, and any amendments thereto,
(2) The contract terms of the cooperative contract(s) listed on Page 1 of this RSOQ, and
(3) The offer submitted by the Offeror in response to the RSOQ.

In the event of a conflict in language between the solicitation, the contract or the offer, 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 originating cooperative contract agency. In addition, the contract shall be amended in the case of a conflict in the manner stated in the contract. The RSOQ shall govern in all other matters not affected by the written contract.

6. Contract Applicability: The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RSOQ. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RSOQ or any resultant contract.

7. Relationship to Parties: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, 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. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.

8. Subcontracts: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.

9. 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 there from, 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 in no way be construed as limiting the scope of the indemnity in this paragraph.

10. Overcharges By Antitrust Violations: The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent

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permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

11. Force Majeure: Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence and when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

   i. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
   ii. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

a. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. Right to Assurance: Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

13. 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.

14. Right to Inspect Place of Business: The City may, at reasonable times, inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.

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15. Inspection: All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:

    a. Waive the non-conformance
    b. Stop the work immediately
    c. Bring material into compliance

    This shall be accomplished by a written determination for the City.

16. Liens: All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

17. 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.

18. Patents and Copyrights: All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RSOQ 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.

19. Cost of Bid/Offer: The City shall not reimburse the cost of developing or providing any response to this RSOQ. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

20. Public Record: All offers submitted in response to this RSOQ shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

21. Termination for Non-Appropriation: Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.

22. Warranties: Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.

23. Cooperative Use of Contract: In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

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24. Per A.R.S. § 35-391, the City is prohibited from purchasing from a company with scrutinized business operations in Sudan.

25. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.

26. Per A.R.S. § 35-393, the City is prohibited from purchasing from a company with scrutinized business operations in Iran.

27. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

27.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SCOPE OF SERVICES

Introduction

A. Purpose

The City of Maricopa is proposing to update the existing City of Maricopa Zoning Code to create an innovative and integrated Municipal Zoning Code based on Smart Growth principles that are user and development community friendly.

Ultimately, the City of Maricopa wishes to update the Zoning Code, and consider adding Form-based Code Special Overlay Districts, and an Interactive Web-based Zoning Code customer support tool. The initial phase of the overall program involves a comprehensive assessment and analysis and rewrite of the City's existing Zoning Code known locally as the City of Maricopa Zoning Code (Pinal County Zoning Ordinance), adopted in 2004 as Title 16 of the City Code inclusive of all amendments by the City.

The initial Phase will include a review and assessment of applicable Arizona Revised Statutes relative to the City of Maricopa Zoning Code Rewrite. The first phase would be concluded by the adoption of a reformatted Zoning Code inclusive of revised procedures, revised zoning districts, detailed regulations and development standards, a revised zoning map and the identification of areas within the City where form-based codes could be contemplated. It is expected that at least one area of the City would be identified as an area to utilize a form-based code under the scope of work for a future phase of this project.

B. Community Profile

Incorporated on October 15, 2003, the City of Maricopa has a rich history of agriculture and transportation. However, agriculture is currently giving way to rapid suburban expansion from the Phoenix metropolitan area as the Maricopa area transitions from a rural city to a suburban and urban community. The economy of the City, traditionally an agricultural center, is diversifying and is currently heavily influenced by the residential and retail construction and real estate industries.

The City of Maricopa is located at an elevation of approximately 1,200 feet and is approximately 16 miles south of the City of Phoenix. The City is located near the Sonoran Desert Monument and is almost entirely bound by the Ak-Chin Indian Community to the south and the Gila River Indian Community to the north within Pinal County in central Arizona.

Population growth in the state, and particularly in the Metro-Phoenix area, continues at a significant rate. Pinal County, in which the City of Maricopa is located, is the fastest growing county in Arizona and the City of Maricopa is the fastest growing city within Pinal County. The City has been at the epicenter of unprecedented growth with a 4,081% population increase from 2000 to 2010.

The current population of the City of Maricopa is estimated at 46,000 citizens. The city covers an area of approximately 43 square miles. In addition, there are approximately 2,320 acres (3 ¾ square miles) of State Trust Land encompassed or adjacent to the City limits. These trust lands are subject to sale at public auction for development or other purposes. The timing of such action would likely be dependent on market pressures and the potential for their conservation, which will be influenced by the land use pattern established over the next 10-20 years, as well as the amount of private land available for development.

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The City of Maricopa serves as an edge city to the Phoenix Metropolitan Area within Pinal County and is included in the Phoenix Metropolitan Statistical Area (MSA). The City is dissected by three main thoroughfares; State Route 347 (SR347) running north-south through the City, acting as the connection between the City and the Phoenix Metropolitan Region, State Route 238 (SR238) running west to Gila Bend and the Maricopa Casa Grande Highway running east to Casa Grande. Consequently, traffic congestion, particularly along SR347, continues to increase as the region and the state grow. The City's location at the intersection of the above stated highways has attracted significant residential development and has situated the City at the center of explosive growth in western Pinal County.

C. Overview of the General Plan

The City of Maricopa's General Plan was adopted in January 2006 and ratified by the voters in May 2006. It is intended to provide the City with the blueprint for an enhanced economy, orderly growth and support of Maricopa's neighborhoods and desired community character. The General Plan evolved from an extensive review of the existing physical conditions and planning influences of the region, analysis of a series of key policy issues to be addressed by the General Plan, discussions with citizens and elected officials about the community's vision for the future, and an analysis of possible future land use and transportation scenarios.

Citizens of Maricopa are aware that their community is growing very quickly, public services and facilities are working to keep up, and commercial retail development has not yet caught up with the development of new neighborhoods. According to a variety of community surveys conducted by the City, retaining small town attributes of friendliness, respect for community heritage, family-oriented, safe neighborhoods and traditional civic events are important to most residents.

Consistent with State law (ARS 9.461.06), the General Plan and any proposed amendments to it must be adopted or readopted every 10 years and must be ratified by the voters. The City staff has commenced work on a General Plan Progress Report as required by the plan. With this progress report, at the direction of the City Council, the City may entertain the notion of a General Plan Update or a comprehensive overhaul of the General Plan in a future phase. The General Plan and the updated Zoning Code, as well as all adopted revisions to the code, will ultimately need to be consistent. Perhaps more importantly, any inconsistencies between these documents must be identified.

D. Project Overview

The purpose of this project is to rewrite the Zoning Code for the City of Maricopa, including a new zoning map. Maricopa's current Euclidean based Zoning Code dates from the 1960's and does not always reflect best zoning and planning practices. Further, it is not effective in implementing the land use and design recommendations in Maricopa's adopted plans and policies and is at times uncoordinated with the amendments that occurred after incorporation. This leads to excessive use of planned area development zoning and excessive requirements for temporary and conditional uses. Some areas of Maricopa's older neighborhoods are nonconforming and are in need of specific plans and design standards to preserve and enhance their unique character.

E. Project Objectives

City staff has determined that the final zoning code should embrace the following key objectives:

1. The Code must be comprehensive, and integrate the following elements:

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a. Protection in relation to restrictive vs. non-restrictive land uses and the mitigation of the effects of such land uses on the surrounding community.
b. Promotion of Mixed-Use Transit Oriented Development/Transit Ready practices.
c. Community character: in terms of land use, density, design of the public realm, building design and preservation of heritage resources.
d. Natural resources and the environment: protection of local ecological systems, native trees and vegetation, slope and floodplain resources and wildlife corridors and how to conserve open space through principles such as Transfer of Development Rights.
e. Housing choices: affordability, jobs/housing balance and access.
f. Promotion of sustainable development practices.
g. Transportation and mobility: address all modes, and provide choices for all residents including pedestrians and non-motorized commuters and create Transit Ready Communities.
h. Safety and security: protection from natural and man-made disasters and crime mitigation; to include Crime Prevention Through Environmental Design (CPTED) principles.
i. Energy and utilities: production using alternate sources (wind and solar), distribution and conservation, water conservation, etc.
j. Economic development: enable the expansion of existing businesses, and promote new markets and residential/job growth.

2. The Code must artfully and intelligently integrate natural and man-made systems based on sound principles of Smart Growth and sustainable development practices.

3. The Code must be progressive, drawing upon the useful features of other code types already proven and in use, for example in the areas of design, coding, procedures, incentives, etc. and provide consistency of processes and requirements.

4. The Code must be based on a sustainable and comprehensive policy plan and long-term civic engagement to be easily expanded and amended in the future to respond to changing market and socioeconomic conditions.

5. The Code must respond to the City Code and changes in state legislation including Proposition 207.

6. The Code must be tailored to local and regional climate, ecology, history and culture.

7. The Code must implement the recommendations of the City's adopted General Plan (2006) and its detailed neighborhood and special planning areas. It should also respond to the General Plan Progress Report and anticipated amendments to the General Plan including annexation.

8. The Code must be integrated with and cross-reference other land use related ordinances including the Subdivision Ordinance, Heritage District, and other policies.

9. The Code must be logically organized including extensive use of graphics that illustrate regulations and is easy to use.

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10. The Code must include mixed-use zoning districts and attendant regulations for both built-up areas of the city as well as lands at the urban edge.

11. The Code must incorporate land use-based (Euclidean) and form-based zoning provisions, where appropriate. The provisions shall address the design and land use recommendations of the City's various codes, ordinances and plans. The Code shall include urban design standards (text and graphics) as deemed necessary by the City.

II. PHASE 1: SCOPE OF SERVICES

The Consultant or team of consultants shall provide full professional services as described below to assist the City of Maricopa Planning & Zoning Commission, City staff and others with rewriting the City of Maricopa Zoning Code.

A. Public Participation Process

The Consultant or team of consultants (collectively "Consultant") shall propose a broad-based public participation process that specifies how and when the public (including neighborhoods, businesses, the development community and other interested parties) will be engaged throughout the Zoning Code rewrite process. The Consultant shall specify the methods it will use to achieve meaningful public participation in the project. The Consultant shall provide a public participation timeline that identifies key points at which the public will be involved, and how that involvement will occur, how and when materials will be available and presented to the public. The Consultant shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public. The Consultant shall provide technical capabilities for graphically communicating needed information. The Consultant shall also consider multiple means of obtaining input both during and outside of identified meetings, including the use of the City's website to advertise the Zoning Code rewrite process and timeline and to solicit public comment.

Deliverables:

1. The Consultant shall provide the City with a public participation plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the Zoning Code rewrite process.
2. The Consultant shall support the City-approved public participation plan. The City's Project Manager with the technical assistance from the Consultant shall be responsible for arranging and facilitating all public meetings/presentations. The Consultant shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public.

B. Project Orientation

At the outset of the project, the Consultant shall meet with City staff and the Planning & Zoning Commission for a project orientation meeting in order to provide an understanding of project goals and the project schedule, specific issues, City policies, interagency interaction, opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City's General Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state and federal laws. The Consultant shall propose its strategy for introducing the project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the project scope.

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Deliverables:

1. The Consultant shall provide the City with a public participation plan for City review and approval that includes a detailed strategy and timeline for engaging the public and all stakeholders in the Zoning Code rewrite process.

2. The Consultant shall support the City-approved public participation plan. The City's Project Manager with the technical assistance from the Consultant shall be responsible for arranging and facilitating all public meetings/presentations. The Consultant shall be responsible for producing meeting materials (including meeting minutes), visual presentations, or any other resources or material necessary to engage the public.

C. Issue Identification

The City's Project Manager, with input from the Consultant, shall describe the approach for gathering broad-based input about the existing Zoning Code and map. City staff; the Planning & Zoning Commission; City boards, commissions and committees; the general public; stakeholders, and others will be asked for their input concerning current Zoning Code requirements, administration procedures, Zoning Code deficiencies / conflicts, suggested changes and implementation procedures. The City's Project Manager shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

While the City of Maricopa Zoning Code has some strength(s) in which to draw upon (for example, the dark sky ordinance and sign ordinance), it also has some significant weaknesses that include, but are not limited to the following:

a. The Zoning Code and the General Plan are not always consistent, and some policies of the General Plan are not implemented by the Zoning Code.
b. Many sections of the Zoning Code are very general in nature and do not allow the code to be implemented correctly.
c. The Zoning Code can be difficult to use and interpret, especially as it pertains to Euclidian Zoning, Conditional Use Permits, Temporary Use Permits, and Variances etc.
d. The Zoning Code includes 23 zoning districts, of which only 11 are mapped on the zoning map.
e. Some provisions of the zoning districts allow uses that are incompatible with one another and could cause hardships and detrimental effects on surrounding properties.
f. The Zoning Code is not logically organized and much of the associated Planning permits are hard to find; i.e. Conditional Use Permit, Temporary Use Permit.
g. The Zoning Code in its current format segregates land uses and illustrates a general lack of relevance. It fails to address new market directions and emerging trends within the planning profession and development community, such as Smart Growth and the promotion of modern mixed-use concepts.
h. Numerous amendments over the years have led to a disjointed code with a lack of internal and external cross-references.
i. Most of the code is at least 30 years old, and some sections are even older. The code requires modernization, codification and improvement.
j. The existing Code has limited and outdated zoning districts, lists of uses, development standards, and no codified design guidelines.

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Deliverables:

1. The City's Project Manager, with technical assistance from the Consultant, shall implement the determined approach for gathering broad-based input about the current Zoning Code and map and be responsible for arranging and facilitating all public meetings, presentations, workshops, etc. The Consultant shall be responsible for preparing meeting minutes.
2. One (1) original and five (5) copies of a draft and final memorandum that summarizes input the Consultant received about the existing Zoning Code and map during the issue identification process.
3. Electronic (PDF) file of the draft and final Issue Identification memorandum.

D. Zoning Code Analysis

The Consultant shall provide a general summary of consistencies or inconsistencies between the current Zoning Code and map and the City's General Plan and other City plans and policies. Part of this analysis shall include the review of the City's current Zoning Code map to identify areas of the City where there is a mismatch between the zoning district designation and the desired land use as recommended in the plans. The Consultant shall also gauge the public's perceptions about the strengths and weaknesses of the current Zoning Code and map.

The Consultant shall analyze the recommendations of the City of Maricopa General Plan and other policies to determine whether or not regulatory frameworks that would help implement those plans exist. Further, the analysis and evaluation shall include the Consultants findings regarding how well the current Zoning Code is integrated with the City's General Plan, Subdivision Code, Zoning Code Amendments, and Heritage District Area Plan. Additionally, the following on-going initiatives will also have an impact on the Zoning Code re-write:

1. The General Plan Progress Report
2. Maricopa City Code
3. City Council Strategic Plan
4. Amendments to the Zoning Code including Wireless Telecommunications Ordinance and other potential ordinances

Deliverables:

1. One original and (5) copies of the technical analysis and evaluation report concerning the current Zoning Code and map and discussion of new zoning concepts and approaches.
2. Electronic (PDF) file of the technical analysis and evaluation report.

E. Annotated Outline

The Consultant shall identify and discuss new zoning concepts and approaches for potential inclusion in the draft Zoning Code, with special attention given to addressing the project objectives as described in Section I. E., and the results of the issue identification and zoning code analysis tasks as described in Section II. C. and D. above. Based on this discussion, the Consultant shall prepare an annotated outline that includes a chapter-by-chapter detailed description of the proposed new Zoning Code, an overview of the proposed structure and substance of the new Zoning Code, a discussion of zoning options, and a commentary explaining the rationale for the recommended approach to drafting the Zoning Code. The annotated outline shall include examples of how the new Zoning Code would be used to implement the recommendations of the General Plan at "representative" locations in the City. The annotated outline shall also include recommendations for potential revisions to the existing Zoning Code Amendments and City's Subdivision Code so that

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the new Zoning Code, and other regulations and ordinances are integrated and consistent with each other.

The Consultant shall present the annotated outline to City staff, the Planning & Zoning Commission, other City boards and commissions, and others for review and comment. After obtaining general agreement on the contents of the initial draft of the annotated outline, the Consultant shall provide the City with a final annotated outline based on the comments received.

Deliverables:

1. Meeting(s) with the Planning & Zoning Commission, City staff and others. The Consultant in consultation with the City's Project Manager shall be responsible for arranging and facilitating all meetings. The Consultant shall be responsible for preparing meeting minutes.
2. One original and (5) copies of the draft annotated outline.
3. One original and (5) copies of the revised, final annotated outline.
4. Electronic (PDF) files of all documents.

F. Draft Zoning Code

The Consultant shall prepare a draft Zoning Code that is based on the final annotated outline. The draft shall reflect the project objectives listed in I. E. and the issue identification and zoning code analysis tasks in Section II. C. and D. above. The Consultant shall describe its approach to incorporating the project objectives into the draft. After initial review and comments by City Staff and the Planning & Zoning Commission, the draft shall be widely distributed for review and comment. The Consultant shall propose an approach for soliciting broad-based input about the draft from City boards, commissions and committees; the general public; stakeholders and others. The Consultant in consultation with the City's Project Manager shall be responsible for arranging and facilitating all public meetings.

The draft should be presented in distinct modules that will permit easy review. At the Consultant's option, these may be grouped into (but not limited to) the following divisions: (a) definitions; (b) general provisions; (c) zoning district regulations; (d) special development standards applicable to one or more uses or districts; and (e) administration and enforcement. The Consultant may present an alternative approach to presenting the draft for review and comment. The draft shall include extensive use of graphics, tables, flow charts, matrices and other methods for facilitating easy use and understanding of the Code.

The proposal shall include the projected number of meetings / presentations / workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the draft. These meetings / presentations, etc. are anticipated to be part of the development of a consensus public hearing draft Zoning Code document and not part of the public hearing review and adoption process.

The Consultant shall describe its approach to conducting the draft Zoning Code evaluation, testing and revision process. It is expected that the draft will have multiple rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the draft to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts. At this stage in the Zoning Code rewrite project it is not expected that the Consultant will prepare a zoning map, but the Consultant shall provide a working map that shows how the Zoning Code will be mapped for representative sub-areas of the City.

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Deliverables:

1. One original and (5) copies of the draft Zoning Code.
2. Electronic (PDF) file of the draft Zoning Code.
3. Electronic file (ArcView) of the draft Zoning Code working map as it applies to representative sub-areas of the City.
4. The Consultant shall work with the City to evaluate, test and revise the draft Zoning Code and the working map.
5. Meetings/presentations, etc. with the Plan Commission, City staff, other City boards, commissions and committees, the general public and others to review the draft Zoning Code. The Consultant, in consultation with the City's Project Manager, shall be responsible for arranging and facilitating all meetings/presentations. The Consultant shall be responsible for preparing meeting minutes.
6. The Consultant shall implement its approach to soliciting input from the general public and other Zoning Code users about the draft Zoning Code.
7. The Consultant shall modify the draft Zoning Code and working map as needed.
8. One original and (5) copies of revised draft Zoning Code.
9. Electronic (PDF) file of revised draft Zoning Code.
10. Electronic (ArcView) file of revised draft working map.

G. Draft Citywide Zoning Code Map

The Consultant shall prepare a draft citywide Zoning Code map that applies the proposed zoning districts citywide. The map shall build on the working map prepared in Section II. F above. The Consultant shall provide a draft citywide map that shows where the proposed zoning districts are recommended. The City will prepare the final electronic version of the draft citywide Zoning Code Map.

After initial review and comment by City staff and the Planning & Zoning Commission, the draft citywide Zoning Code map shall be widely distributed for review and comment. The Consultant shall propose an approach for soliciting broad-based input about the draft citywide Zoning Code map from City boards, commissions and committees; the general public; stakeholders and others. The Consultant, in consultation with the City's Project Manager, shall be responsible for arranging and facilitating all public meetings.

The proposal shall include the projected number of meetings / presentations / workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the draft citywide Zoning Code map. These meetings / presentations, etc. are anticipated to be part of the development of a consensus public hearing draft Zoning Code map and not part of the public hearing review and adoption process.

The Consultant shall describe its approach to conducting the draft citywide Zoning Code map evaluation, testing and revision process. It is expected that the map will have multiple rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the draft citywide Zoning Code map to identify effectiveness, appropriateness practical problems, and other inadvertent impacts.

Deliverables:

1. Electronic file (ArcView) of the preliminary draft citywide Zoning Code map.
2. The Consultant shall work with the City to evaluate, test and revise the draft citywide Zoning Code map.

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3. Meetings/presentations, etc. with the Planning & Zoning Commission, City staff, other City boards, commissions and committees, the general public and others to review the draft citywide Zoning Code map. The Consultant, in consultation with the City's Project Manager, shall be responsible for arranging and facilitating all meetings/presentations. The Consultant shall be responsible for preparing meeting minutes.
4. The Consultant shall implement its approach to soliciting input from the general public and other Zoning Code users about the draft citywide Zoning Code map.
5. The Consultant shall modify the preliminary draft citywide Zoning Code map as needed.
6. Electronic file (ArcView) of the final draft citywide Zoning Code map.

H. Public Hearing Draft Zoning Code and Citywide Map

After City staff, Planning & Zoning Commission and public consideration and evaluation of the draft Zoning Code and map, the Consultant shall prepare a public hearing draft Zoning Code and map. In addition, the Consultant shall prepare an executive summary explaining the public hearing draft and map and changes from the draft and map, including the rationale for such changes. The executive summary will be distributed to the general public and the media prior to the public hearing. This material shall be available (two) months in advance of the public hearing.

Deliverables:

1. One original and (5) copies of the public hearing draft of the Zoning Code.
2. One original and (5) copies of the public hearing draft Zoning Code executive summary.
3. Electronic (PDF) file of the public hearing draft Zoning Code and executive summary.
4. Electronic (ArcView) file of the public hearing draft Zoning Code map.
5. Maps- ten (10) foam core; ten (10) prints

I. Attend Public Hearings and Revise Zoning Code and Map

The Consultant shall present the public hearing draft of the proposed Zoning Code and map at public hearings of the Planning & Zoning Commission, explain its contents, respond to questions and revise the Zoning Code and map as directed by the Planning & Zoning Commission. The revised Zoning Code (post-public hearing consensus draft) and map will serve as the drafts on which the City Council takes final action to adopt them. It is expected that the public hearing draft Zoning Code and map may have multiple rounds of drafting, circulation, testing, revisions and recirculation before they will be introduced to the City Council for final approval. The Consultant shall describe its approach to conducting the Zoning Code and map revision process.

Deliverables:

1. Consultant to attend Planning & Zoning Commission public hearings at which the proposed Zoning Code and map is considered.
2. One original and (5) copies of revised, post-public hearing consensus draft of the Zoning Code.
3. Electronic (PDF) file of revised, post-public hearing consensus draft of the Zoning Code.
4. Electronic (ArcView) file of the revised, post-public hearing consensus draft of the Zoning Code map.

J. Zoning Code Adoption and Implementation

The Consultant shall create and assist City staff and the Planning & Zoning Commission with a strategy of implementation of the new Zoning Code and map including formatting a web-friendly Zoning Code and training for staff and the public on using the new Code. The Consultant shall provide technical assistance in the form of handout materials (such as simplified brochures) and presentations to explain the new Zoning Code and map and gain the support of the various key

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stakeholders through the complete adoption phase of the project. The Consultant shall provide a final copy of the adopted Zoning Code and map in hard copy, modifiable electronic and web-friendly formats.

Deliverables:

1. The Consultant shall provide any needed support in the form of presentation aids, graphics or other materials.
2. A reproducible hard copy of the adopted Zoning Code.
3. An electronic (Microsoft Word) file of the adopted Zoning Code.
4. A web-friendly version of the adopted Zoning Code.
5. Electronic (ArcView) file of the adopted Zoning Code map.
6. Continued assistance to City staff on adoption and implementation of the new Zoning Code and map. Assist with training City zoning staff and the public on using the new Zoning Code and map.

K. Result

An integrated and innovative City Zoning Code that maintains most of its existing Euclidian provisions (possibly including the ability to incorporate performance based principals) applied to the existing developed single and multi-family residential and industrial zones but where possible (subject to the implications of Proposition 207 as incorporated into state law) allows for the creation of a transect derived form-based code for the mixed-use neighborhoods, commercial corridors, Transit Oriented Development (TOD), etc. It is suggested that form-based code implementation for the various special planning areas (infill, redevelopment, etc.) of the City be an optional parallel code with incentives to encourage a property owner to redevelop property using the new code provisions rather than the property's current zoning designation.

III. PHASE 2 (Future): FORM-BASED CODES IN IDENTIFIED AREAS

Consultant must be knowledgeable in the development and implementation of form-based theory, and is expected to provide a recommendation on where, how and in what sequence of implementation, form-based codes should be applied in the City.

In areas where form-based codes may be implemented in the City, it is desired that the proposed form-based code will supersede (either entirely or in part) the present zoning code and other local land development regulations that apply to the selected study areas. The consultant must also provide a recommendation on how the form-based codes will be implemented, especially within the context of ARS 12.1131 – 12.1138 (Proposition 207). The form-based code must be consistent with the definitions and evaluation criteria established by the Form-Based Codes Institute (FBCI) and it should be consistent with the recommendations for drafting, adopting and implementing a code (i.e. Initial Review and Analysis; Public Design Process; Drafting the Form-based Code; Approval Process; etc.). Other details can be researched at *www.formbasedcodes.org*.

Deliverables

1. One original and (5) copies of the draft and any subsequent revisions of the form based codes
2. Electronic (PDF) file of each draft and subsequent revisions as well as seven (7) bound copies (printed double sided) of the completed form based elements.
3. Five (5) large-scale (minimum scale of 1:20,000) proposed special area maps mounted on foam core and in electronic format.
4. Electronic (ArcView) file of the adopted Form-Based Overlay map.

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5. An outline of the steps for a legally sound implementation procedure which addresses topics such as zoning/vesting rights, nonconforming uses, nonconforming developments, appeals processes, etc., especially with respect to the application of ARS 12.11-32 – 12.1138 (Proposition 207).

6. If policy amendments and land use changes are required to the General Plan, Subdivision Code, City Code or other city foundational documents as a result of the rewrite of the Zoning Code, these should be submitted in a format approved by the Development Services Director and City Management.

IV. PHASE 3 (Future): INTERACTIVE WEB-BASED ZONING CODE

Consultant will prepare an interactive web based Zoning Code tool that integrates the City's adopted Zoning Code, Form-based Codes, and associated Design Guidelines into a single user-friendly interface.

Deliverables

1. Interactive web based program formatted to operate with the current technology of the City. Assist City IT staff with the installation and implementation of the software.
2. Continued assistance to City staff on adoption and implementation of the new interactive Zoning Code and map. Assist with training City zoning staff and the public on using the new Zoning Code interface.
3. Special Districts Overlay
4. Design Standards

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SPECIAL TERMS AND CONDITIONS

PURPOSE

The City of Maricopa intends to establish a professional service contract for services related to the City Zoning Code Update project. Based on an evaluation of the Offers and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm to provide these services to the City.

1. AUTHORITY: This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

2. TERM OF CONTRACT: The term of any resultant contract shall commence upon the issuance of a Contract awarded by the City of Maricopa City Council and shall continue until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

3. PAYMENT: The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

4. TAXES: The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

5. KEY PERSONNEL: It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under any resultant contract. The Contractor must agree to assign specific individuals to the key positions.

    a. The Contractor agrees that, once assigned to work under any resultant contract, key personnel shall not be removed or replaced without written notice to the City.

    b. If key personnel are not available for work under any resultant contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. CONFIDENTIALITY OF RECORDS: The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

7. AWARD OF CONTRACT: Notwithstanding any other provision of this *Request for Statement of Qualifications*, the City expressly reserves the right to:

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a. Waive any immaterial defect or informality: or
b. Reject any or all offers, or portions thereof, or
c. Reissue a Request for Statement of Qualifications
d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

8. RESULTANT CONTRACT: The City will enter into negotiations with the selected firm and execute a contract upon completion of negotiation of fees and contract terms for City Council approval. If the City is unsuccessful in negotiating a contract with the best-qualified team, the City may then negotiate with the second or third most qualified team until a contract is executed, or may decide to terminate the selection process. A contract shall be issued between the City and the successful Offeror(s) following award by the City Council.

9. COMPENSATION EVALUATION: Pursuant to A.R.S. 34-103, *et. seq.,* the most qualified firm or person(s) shall be asked for priced proposals. In the event an agreement cannot be established with the top ranked firm or person(s), the negotiations shall be terminated and the next highest ranked firm or person(s) shall be asked for a priced proposal. This process shall continue in turn with the highest ranked and qualified firm or person(s) until an agreement is reached.

10. LIQUIDATED DAMAGES: Liquidated damages shall be in the amount to be determined during the contract negotiations. This amount will apply for each calendar days of delay.

a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.

b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, in addition to the liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services from another supplier.

11. INSURANCE: The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated which shall be determined by the City. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

12. 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.

13. RESERVED:

14. CONTRACT CANCELLATION: The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or

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condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

a. The contractor provides material that does not meet the specifications of the contract;
b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

14.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;
b. Reserve all rights or claims to damage for breach of any covenants of the contract;
c. Perform any test or analysis on materials for compliance with the specifications of the contract;
d. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
e. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
   i. Deduction from an unpaid balance;
   ii. Collection against the bid and/or performance bond, or;
   iii. Any combination of the above or any other remedies as provided by law.

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BID FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. Failure to provide any of the information requested by these paragraphs may be grounds for the City to reject a proposal.

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

The RSOQ should include a two-page cover letter plus a maximum of twelve (12) pages plus appendix, to address the RSOQ criteria specified below, and criteria included in Section 9, starting on Page 3 of this RSOQ. Resumes for each key team member shall be limited to a maximum length of two (2) pages and should be attached as an appendix to the RSOQ. An unbound original plus five (5) bound copies (total of six [6]) of the Statement of Qualifications must be submitted to the Purchasing Manager at the Interim Maricopa City Hall; located at 45145 W. Madison Ave., P.O. Box 610, Maricopa, Arizona 85139 by 2:00 PM Arizona Time on Thursday, August 23, 2012.

Interested teams are invited to respond in writing to:

Ms. Patricia LaCombe, Purchasing Manager
City of Maricopa
Financial Services Department
45145 W. Madison Ave.,
P.O. Box 610
Maricopa, AZ 85139

Please be advised that failure to comply with the following criteria will be grounds for disqualification and will be strictly enforced:

- Receipt of a complete and signed submittal, to include the following:
  - Receipt of submittal by the specified cut-off date and time;
  - The number of originals and/or copies of the submittal specified;
  - Adherence to the maximum page requirement;
  - Deposit of submittal in correct location

Adherence to the maximum page criterion is critical; each page side (maximum 8 1/2" x 11") with criteria information will be counted. Pages that have photos, charts and graphs will be counted towards the maximum number of pages.

1. Offer Sheet: The attached Introduction/Offer Sheet (Page 1 of RSOQ) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal (not included in 12 page limit count).

2. Table of Contents: The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Statement of Qualifications and must include all the items set forth in this section of the Request for Statement of Qualifications (not included in 12 page limit count).

3. Letter of Transmittal/Cover Letter: (Limit to two pages): A signed letter of transmittal must be submitted with an Offeror's proposal. This document will not be counted against the twelve (12) page limitation. The letter must include:

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a. A statement of the Offeror's understanding of the products and services required by the Request for Statement of Qualifications listed in the Scope of Work.
b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.

4. Firm Overview: (Excluding attachments, limit to two pages) (included in the 12 page limit count):
   a. Your firm is in what primary line of business? Provide a general description of the firm and/or team that is proposing to provide Planning and Zone services.
   b. Does your firm have at least one office located in the State of Arizona?
   c. Discuss the structure of your firm. If a private firm, state whether a corporation, a partnership, a sole proprietorship, or a combination. Provide an organization chart showing all principals, owner and key personnel. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.

5. Experience and Qualifications of Firm / Team (addressing the Evaluation Criteria) (included in the 12 page limit count):
   a. Provide a detailed description of the Firm/Team experience with zoning codes, zoning law, and land use work
   b. Experience of key personnel
   c. Document how you intend to approach community outreach with the multiple stakeholders
   d. Discuss the major issues your team has identified on this project and how you intend to address those issues.
   e. Provide ideas, concepts and/or approaches you have used in the past; what worked and what did not and why.

6. 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 (not included in the 12 page limit count).

7. Disclosures of conflict of interest: (Limit to one page): The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest does exist, the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists (included in the 12 page limit count).

8. Confidential Information: If a person believes that a bid, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified (included in the 12 page limit count).

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

CITY OF MARICOPA
PROUD HISTORY · PROSPEROUS FUTURE

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Maricopa, AZ 85139
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Fx: 520.568.9120
www.maricopa-az.gov

9. Complete and returned the Substitute W-9 form (attachment A).

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Attachment A

SUBSTITUTE W-9 FORM

PART I: Company Information:

1. Name *(as shown on Income Tax Return)*: _____
2. Business Name *(if different than above)*: _____
3. DUNS #: _____
4. Federal employer identification number *(or SSN)*: _____
5. Type of organization *(check one):*

☐ Individual/Sole Proprietor
☐ Corporation
☐ Partnership
☐ Other: _____

☐ Limited Liability Company*

***Choose the tax classification**

☐ Disregarded Entity
☐ Corporation
☐ Partnership

6. Order Address:

_____ _____ _____ _____
(Order address) *(City)* *(State)* *(Zip code)*

7. Remittance address *(if different than above):*

_____ _____ _____ _____
(Remittance address) *(City)* *(State)* *(Zip code)*

8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a *(check one):*

☐ Factory Representative
☐ Manufacturer
☐ Retail dealer
☐ Consultant
☐ Jobber
☐ Authorized distributor
☐ Contractor
☐ Other: _____

12. Indicate if the business is registered as a minority or woman-owned company.

☐Minority-owned ☐ Woman-owned ☐ Not Applicable

13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?

☐ Yes ☐ No

PART II: COMMODITY OR SERVICE DESCRIPTION

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1. Commodity/Service description *(this section must be completed):*

_____

_____

PART III: APPLICANT TERMS & CERTFICATION

Terms:

The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
2. I am not subject to backup withholding because of failure to report interest and dividend income.
3. I am a U.S. person (including a U.S. resident alien).
   (*NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).*
4. The following business ownership classifications are applicable:
   Disadvantaged Business Enterprise Ownership Classification (Select One Only):

☐1 Non-Small/Non-Minority/Non-Disabled
☐2 Small Business (Per ARS §41-1001.14)
☐3 Minority Owned Business [Per 15 CFR §1400.1(a)]
☐4 Woman Owned Business
☐5 Owned By Disabled Individual (Per ARS §41-1492.5)
☐6 Small Business/Minority Owned
☐7 Small Business/Woman Owned
☐8 Small Business/Disabled Owner
☐9 Minority Woman Owned Business
☐10 Disabled-Minority Owned Business
☐11 Disabled-Woman Owned Business
☐12 Small Business/Minority-Woman Owned
☐13 Small Business/Disabled-Minority Owned
☐14 Small Business/Disabled-Minority-Woman Owned

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

_____ _____

Name *(Please print)* **Signature**

_____ _____

Title *(Please print)* **Date**