

**REQUEST FOR PROPOSALS
 (RFP) # 16-12
 DEVELOPMENT OF ECONOMIC DEVELOPMENT STRATEGIC PLAN
 FOR THE
 CITY OF MARICOPA, ARIZONA**

INTRODUCTION

The City of Maricopa “City” will accept competitive sealed proposals from a properly qualified firm to develop a **Development of Economic Development Strategic Plan for the City of Maricopa** 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 #16-12 Development of Economic Development Strategic Plan for the City of Maricopa, Arizona” and the Offeror’s name and address clearly indicated on the front of the package. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal (RFP).

Pre-Bid Conference Meeting:	Tuesday, June 28, 2016 9:00 AM – 11 AM MST (Arizona Time)
Proposal Due Date:	Thursday, July 14, 2016
Proposal Time:	5:00:00 PM MST (Arizona Time)
Number of Qualifications:	1 unbound original and 5 bound copies (please label original)
Contact:	Kathleen M. Shipman, Purchasing Manager
E-Mail:	Kathleen.Shipman@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138
Location:	39700 W. Civic Center Plaza, Maricopa, Arizona 85138

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 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 - For clarification of this offer contact:	
Name: _____	Email: _____
Federal Employer Identification Number: _____	Authorizing Offeror Signature: _____
Company Name _____	Printed Name _____
Address _____	Title _____
City _____ State _____ Zip Code _____	Telephone: _____ Fax: _____

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals 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. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- 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 Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. INQUIRIES: Any questions related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) business days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* 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 Proposal* 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 Proposal* due date and time.

3. PRE-PROPOSAL/BID - CONFERENCE MEETING: Tuesday, June 28, 2016, 9 AM – 11 AM MST, (Arizona Time).

4. DUE DATE AND TIME: Offerors must submit proposals to the City's Purchasing Manager or designee by **5:00:00 pm MST (Arizona Time) on July 14, 2016**, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.

5. WITHDRAWAL OF PROPOSAL: At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.

6. AMENDMENT OF PROPOSAL: Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.

- 7. 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.
- 8. 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.
- 9. AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, The City 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
 - 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.
- 10. Schedule:**
 The schedule below is subject to change as indicated below. Please refer to City of Maricopa's website for updates: <http://www.maricopa-az.gov/web/>

Activity	Date
RFP Issued	Monday, 06/13/2016
Pre-Bid Conference	Monday, 06/28/2016 @ 9:00 AM – 11 AM MST (Arizona Time)
Deadline to submit questions/inquiries	Wednesday, 07/6/2016 by 6 p.m.
Deadline to submit Proposals (RFP Due Date)	Thursday, 07/14/2016 by 5:00:00 PM MST (Arizona Time)
Initial review by Evaluation Committee	Monday, 08/1/2016
Vendor Presentations With Interviews (optional and subject to change)	Tuesday, 8/9/2016 – 1:00 PM – 5:00 PM MST (Arizona Time)
Tentative Vendor Selection	Wednesday, 08/10/2016
Anticipated date of award (subject to change, and City Council Final Approval)	Tuesday, 09/20/2016

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STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror 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.

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.

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.

5. **Contract:** The resultant contract between the City of Maricopa 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 Offeror 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 Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP 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 RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP 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 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. 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:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
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 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. The force majeure shall be deemed to commence 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:

- a. 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.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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.
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 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.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. 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 RFP 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.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
24. **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.

25.1 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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SPECIAL TERMS AND CONDITIONS

PURPOSE: The City of Maricopa intends to establish a professional service contract for the Development of an Economic Development Strategic Plan for the City of Maricopa, Arizona. The products and services required are detailed in this RFP. Based on an evaluation of the offers and qualifications of the firms responding to this solicitation, the City desires to retain a qualified firm for a term of 1 year maximum with the final deliverable due May 31 2017. Subject to Council approval or until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.

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. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for one hundred twenty (120) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for 1 year maximum with the final deliverable due May 31 2017. Subject to Council approval or until the project is completed, unless terminated, cancelled or extended as otherwise provided herein.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and five (5) copies of the proposal shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
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 thirty (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. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the

presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.

7. **Evaluation:** The City of Maricopa, designated committee of City staff and community leaders “Evaluation Committee” shall evaluate, rank and award responsible and responsive proposals based upon the following scored criteria listed below in order of importance.
 - a. Firm’s demonstrated experience with similar projects within the last five (5) years, and a track record of success in producing Economic Development Strategic Plans. **(25 points)**
 - b. Plan and methodology to accomplish project requirements. **(20 points)**
 - c. Ability to clearly demonstrate an understanding of strategic planning methods, data analysis and economic development best practices. **(20 points)**
 - d. Cost Summary/Fee Schedule. **(20 points)**
 - e. Efficient and detailed timeline. **(10 points)**
 - f. Conformance to RFP submission guidelines. **(5 points)**
8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submitted proposals 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 proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.
9. **Confidential Information:**
 - a. If a person believes that a bid, proposal, 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.
 - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
10. **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.
11. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.
12. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.

13. **Pricing:** All pricing shall be fixed Not to Exceed (NTE) for the term of this contract, except where otherwise provided by the specifications, be in compliance with any and all applicable rules regulations and laws, and include all related cost including, but not limited to, costs for transportation, insurance and warranty costs. The contractor shall not invoice or charge at a higher price than those stated in any Contract resulting from this RFP, except as stated below.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other clients for similar services under similar conditions and that the prices comply with any and all applicable rules, regulations and laws. The Contractor shall promptly notify the City of such price reductions.

14. **Liquidated Damages:** Liquidated damages shall be in the amount of \$100.00 for each calendar day of delay.
- 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.
 - In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.
15. **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. 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.
16. **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.
17. **City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed. Please refer to the following for applicable business license downloadable forms to submit with your proposal (If applicable)
<http://www.maricopa-az.gov/web/finance-administrativeservice-home/business-licenses>
18. **Bonds:** If applicable. The successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.
19. **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 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.

19.1 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. 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;
- d. 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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SCOPE OF SERVICES

1. Background

The City of Maricopa “Maricopa” is seeking a qualified firm with extensive experience in developing Economic Development Strategic Plans. This position will report to the Director of Economic Development.

Maricopa was incorporated in 2003, and is located just sixteen (16) miles southwest of Phoenix and thirty-two (32) miles from Sky Harbor Airport. It has direct southern access to Interstate 8 for travel to the West while bypassing Phoenix Metro area traffic congestion. Please refer to Maricopa Community Aerial Map (Attachment D) and Maricopa Regional Aerial Map (Attachment E).

Maricopa City limits currently encompass an area of nearly fifty (50) square miles, with a total planning area of two hundred seventy eight (278) square miles. It has the only AMTRAK station in the greater Phoenix metro area.

Maricopa’s proximity to the Greater Phoenix metropolis, coupled with a unique, family oriented ambiance, experienced growth of more than four thousand (4,000 %) percent from 2000 to 2010. Today, the City has over 48,000 in population. With more than forty-eight (48%) percent holding a Bachelor’s Degree or higher, these residents both value the small town feel and eagerly welcome quality employment, shopping, entertainment and other amenities.

Maricopa offers a large supply of developable commercial and industrial property with highway access, all of which is located in an Enterprise Zone. The City of Maricopa has a number of tools to best benefit potential projects, including: Industrial Development Authority bonds, participation in their Fast Track Program, or locations in the Redevelopment District with tax incentive opportunities. Funding has been secured for the design and construction of an overpass for State Route 347/John Wayne Parkway. The Estrella Gin Business Park is currently under negotiations for development with Edison Road being extended through the site to Highway 238.

The City also enjoys a rich history including transportation (stage stop for Butterfield Stage coach lines, rail history, first transcontinental air flight stopped in Maricopa to refuel), old west culture, ranching, agricultural and Native American.

Maricopa aspires to build a local economy that is diverse, competitive and successful in the global economy. Our approximately forty-eight thousand (48,000) residents want employment opportunities closer to home and amenities commensurate to a city our size.

2. General

This Request for Proposal (RFP) is intended to select a licensed qualified firm to provide said services on a retained basis for a period of one 1 year or until the end of City of Maricopa Fiscal Year 2017.

3. Scope of Services

The Request for Proposals is intended to select a qualified firm to develop a strategic plan for economic development which will guide the strategies, goals and direction of economic development efforts in the City of Maricopa for the next five (5) years.

The selected firm will be required to perform the following:

1. Project Setup and Public Input.

- Meet with Economic Development Department staff to learn top overall economic development priorities, past economic development plans, targeted industry sectors and current services (i.e. Business Retention & Expansion, small business and entrepreneur assistance, marketing strategies)
- Initiate a public input process that will engage community and business leaders to identify issues and opportunities that must be addressed within the strategic plan.
- Conduct individual interviews with elected leadership, City Manager and primary economic development stakeholders including the Maricopa Economic Development Association (MEDA), Greater Phoenix Economic Council (GPEC) and the Arizona Commerce Authority (ACA) to develop a custom Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis.
- Asset mapping of the community to provide local stakeholders a site selector's perspective of Maricopa.

2. Market Assessment

- Collection of data from a variety of qualitative and quantitative sources in order to provide an understanding of current global, national and regional economic conditions and trends.
- Market analysis will evaluate the current and future trends of the local economy and provide an analysis of the issues, which are most critical to the success of existing businesses and the attraction of new jobs and capital investment.
- Community will be analyzed on various factors but not limited to; business climate, workforce development and education, marketing and economic development efforts, sites and infrastructure, quality of life, tourism, etc.
- Survey strategic assets such as major employer sites, educational institutions, workforce development organizations, significant commercial development sites and quality of life infrastructure.

- Assess the future impact of current development projects including Estrella Gin Business Park, Copper Sky Commercial, City Center and the planned Highway 347 Overpass.

3. Final Outcome

- Alignment between elected officials, City Management and regional economic development organizations as to the major opportunities and challenges confronting economic development in Maricopa.
- Strengths, weaknesses, opportunities and threats (SWOT) analysis that highlights the areas that will have the most direct impact on future economic development for the City.
- A consensus on the guiding principles for the City of Maricopa Economic Development Strategic Plan.
- A framework for implementation of the strategic plan, including assessment of the City's employment attraction potential, priorities for Maricopa's economic development efforts and recommended priorities for the City of Maricopa's Economic Development Department.

1. Deliverables

- A presentation and summary of all work to be given at two public meetings. The presentation will detail the methodology employed in creation of the plan and long term strategies for the future.
- A completed, proprietary Economic Development Strategic Plan ready for recommendation to the Maricopa City Council. The plan should address the following concerns:
 - Generate actionable ideas to identify and support “home grown” or local businesses and create strong tie-ins between the needs of large – medium businesses and the entrepreneurial activity of small businesses, and new business sectors identified in the Strengths Weaknesses Opportunity and Threats (SWOT) analysis.
 - Identify areas in which increased collaboration would encourage economic growth and empower all parties and community partners to achieve strategic objectives. This could include key partnerships (government, private and non-profit) that will improve the success of the plan. Provide recommendations as to the appropriate level of involvement from each party.
 - Identify marketing strategies to inform and influence site selection decision makers and consultants to attract targeted industries.

- Identify local incentive programs that will help attract new job growth in targeted industries, as well as programs that will help retain existing jobs in targeted industries.
- Identify changes in land use and/or zoning as well as other City policies or procedures that could facilitate achievement of the desired economic development objectives in relationship to the identified target industries and potential locations.
- Develop outcome measures to assess, monitor and improve the action strategies on an ongoing basis.
- Include a timeline and milestone schedule with a completion deadline date.

PROPOSAL 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 is 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.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) 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.
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 Proposal and must include all the items set forth in this section of the Request for Proposal.
3. **Letter of Transmittal (Limit to two pages):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal 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 four (4) pages):**

- a. Your firm is in what primary line of business?
 - 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, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
 - d. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona.
5. **Bonds:** If applicable. The successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompany a certified copy of such agent's authority to act.
6. **Experience (Excluding attachments, limit to four (4) pages):**
- a. Describe comparable services provided by the firm to municipalities since 2012 similar in scope to the City's request. Please include the names of the municipalities and contact names, phone numbers and email addresses that you have provided this service.
 - b. How long has your firm performed these services?
 - c. Please include the resumes of the principles of your firm along with their experience in the business and their number of years in the industry.
 - d. Please provide an organization chart of your organization.
7. **Detail responses to the Evaluation Criteria:** Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions", Item 7, Page 8.
- a. Firm's demonstrated experience with similar projects within the last five (5) years, and a track record of success in producing Economic Development Strategic Plans. **(25 points)**
 - b. Plan and methodology to accomplish project requirements. **(20 points)**
 - c. Ability to clearly demonstrate an understanding of strategic planning methods, data analysis and economic development best practices. **(20 points)**
 - d. Fee Schedule. **(20 points)**
 - e. Efficient and detailed timeline. **(10 points)**
 - f. Conformance to RFP submission guidelines. **(5 points)**
8. **References (limit to one page):** Include the name, address, telephone number, and email address of five (5) clients for whom similar services have been provided since January, 2012. References must be current and Arizona based, and should be relevant to the

9. required services. Please provide a one line description of services provided with each reference.
10. **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.
11. **Substitute W-9 Form:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment C).
12. **COST SUMMARY/FEE SCHEDULE - Proposed Fees/Compensation:** This RFP includes a Cost Summary Form provided as an attachment. (Attachment A)

Each offeror must complete the Cost Summary/Fee Schedule Form in the exact format provided. The City may reject any proposal with a reformatted Cost Summary.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

RFP 16-12 Development of an Economic Development Strategic Plan

Vendor Submittal Check List

- _____ Offer Sheet, Signed
- _____ Table of Contents
- _____ Letter of Transmittal, Signed (limit to 2 pages)
- _____ Firm Overview (limit to 4 pages)
- _____ Experience (limit to 4 pages)
- _____ Detail response to the Evaluation Criteria (page 8)
- _____ References and contact information
- _____ Disclosures of Conflict of Interest
- _____ Substitute W-9 Form completed (Attachment C)
- _____ License Copies (this is referenced in the Vendor Questionnaire section in Attachment B)
- _____ Cost Summary - Proposed Fee Schedule (Attachment A)
- _____ Debarment/Suspension Documentation (if applicable)

COST SUMMARY/FEE SCHEDULE
(ATTACHMENT A)

In accordance to the specifications as described in this Request for Proposal document, we agree to provide the Economic Development Strategic Plan at the price(s) stated below:

Provide a firm fixed not-to-exceed price for all work/services described in the Scope of Services. The Offeror shall provide a detailed/itemized breakdown of proposed amount in table below. All fees should include, but not limited to: site visits, travel expenses, *etc. (*Please provide detailed itemization).

FIRM FIXED NOT TO EXCEED AMOUNT

TOTAL PROJECT COST

\$ _____

Provide an itemized breakdown of the firm fixed not to exceed amount (NTE):

Item No.	Description of Service/Fees	Amount

VENDOR QUESTIONNAIRE
(ATTACHMENT B)

Name of Firm:	
Years in Business providing similar services:	
License No(s) and Type: (Submit a copy with the proposal)	
Number of employees servicing this contract:	
Verifiable References: Include the name, contact person, address and telephone number of five (5) firms or government organizations for whom similar services have been provided. References must be current, and should be relevant to the required services. Provide description of services provided and dates of service.	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:

Description of services provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dollar value of work:	Dates provided:
Description of services provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Address:	E-Mail Address:
Dates provided:	
Description of services provided:	
<p>Subcontractors: List subcontractor(s) that will participate in carrying out the obligations of any resulting contract.</p>	

Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
Subcontractor Contact Name:	Phone:
Subcontractor Address:	Email:
Category of Work:	
Contractor License Type:	Type/Number:
List any other information which may be helpful in determining your qualifications for this contract:	
Debarment/Suspension Information: Has firm or any of its principals been debarred or suspended from contracting with any public entity?: ____ Yes ____ No If "Yes", provide in an attachment to this form the contact information for the public entity and state the reason for debarment or suspension, including the period of time for such debarment or suspension.	
Does your firm accept electronic payments through: Electronic Funds Transfer (EFT): ____ Yes ____ No Automated Clearing House (ACH): ____ Yes ____ No List any additional discounts that may result from paying electronically: _____ % Discount	
Insurance: Provide name of insurance carriers that provide coverage for your company.	
Automobile:	
General/Contractor Liability:	
Bonding:	

**SUBSTITUTE W-9 FORM
 ATTACHMENT C**

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):

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Limited Liability Company*
<input type="checkbox"/> Corporation	*Choose the tax classification
<input type="checkbox"/> Partnership	<input type="checkbox"/> Disregarded Entity
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership
6. Order Address:

<i>(Order address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
------------------------	---------------	----------------	-------------------
7. Remittance address (if different than above):

<i>(Remittance address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
-----------------------------	---------------	----------------	-------------------
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____
10. Email address of contact person: _____
11. Applicant is a (check one):

<input type="checkbox"/> Factory Representative	<input type="checkbox"/> Jobber
<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Authorized distributor
<input type="checkbox"/> Retail dealer	<input type="checkbox"/> Contractor
<input type="checkbox"/> Consultant	<input type="checkbox"/> Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.

<input type="checkbox"/> Minority-owned	<input type="checkbox"/> Woman-owned	<input type="checkbox"/> 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?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
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PART II: COMMODITY OR SERVICE DESCRIPTION

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

PART III: APPLICANT TERMS AND CERTIFICATION

Terms:

The City of Maricopa may take up to thirty (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):

- | | |
|--|--|
| <input type="checkbox"/> 1 Non-Small/Non-Minority/Non-Disabled | <input type="checkbox"/> 8 Small Business/Disabled Owner |
| <input type="checkbox"/> 2 Small Business (Per ARS §41-1001(20)) | <input type="checkbox"/> 9 Minority Woman Owned Business |
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 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)*

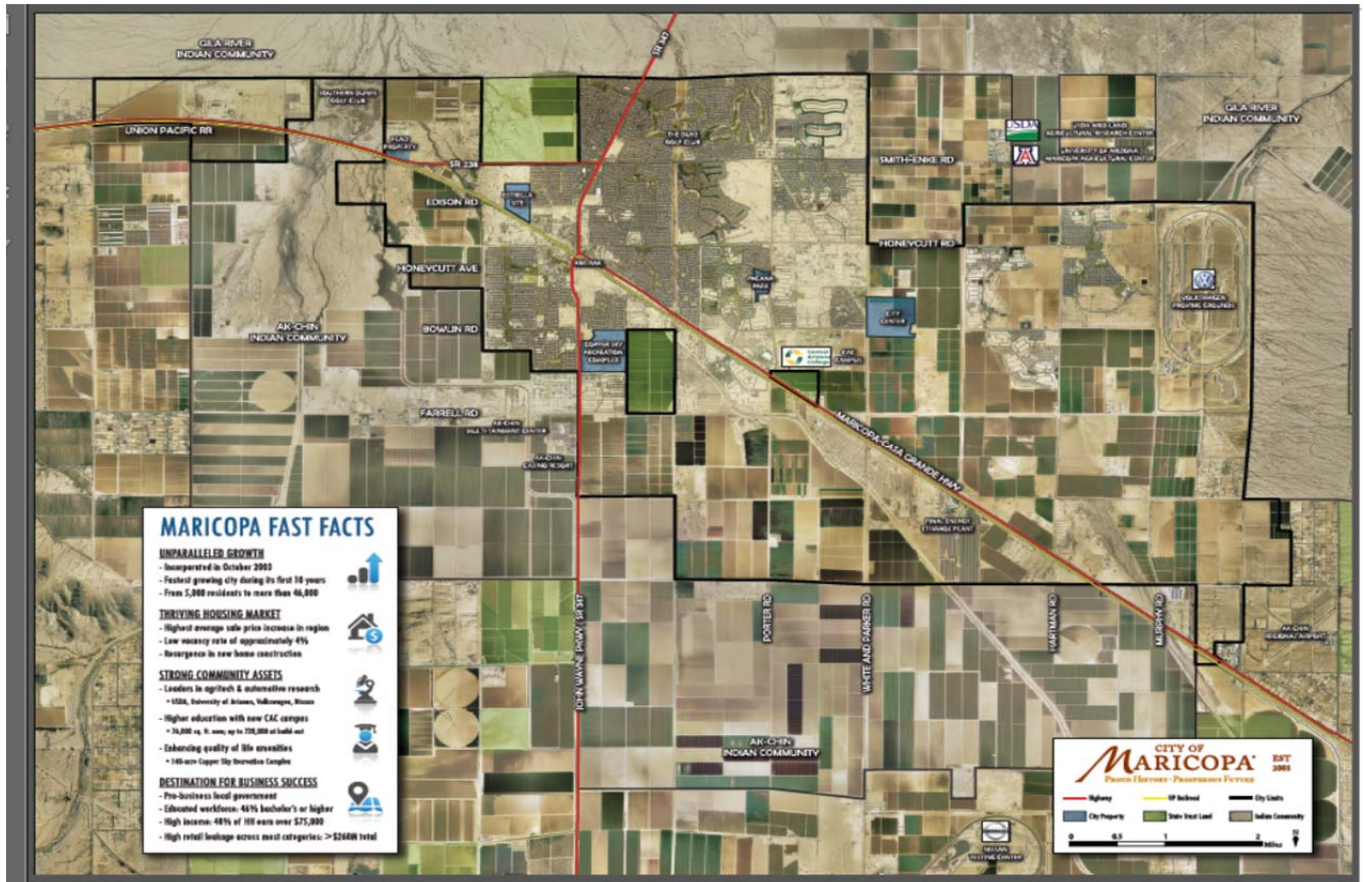
Signature

Title *(Please print)*

Date

INTERNAL USE ONLY	
CC# _____	AUTHORIZATION: _____
FAX: _____	EMAIL: _____ PRINT: _____
REQUESTED BY: _____	

**MARICOPA COMMUNITY AERIAL MAP
 ATTACHMENT D**



**MARICOPA REGIONAL AERIAL MAP
 ATTACHMENT E**

