

**ADDENDUM #1 (DTD. 09/19/08) NOTE SEE CHANGES TO SECTION 2.5.23, 2.5.35, ATTACHMENT A PRICING, QUESTIONS & ANSWERS, AND PRE-PROPOSAL CONFERENCE SIGN IN SHEET**



## **NOTICE OF SOLICITATION**

**SERIAL 08094-RFP**

### **REQUEST FOR PROPOSAL TO CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M. Arizona Time on **OCTOBER 03, 2008** to furnish the following services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 08094-RFP REQUEST FOR PROPOSAL TO CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.**

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

**DIRECT ALL INQUIRIES TO:**

DAVE LaFOND  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-3248  
EMAIL: [lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov)

**THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 10, 2008 AT 1:00 PM, ARIZONA TIME, AT THE MARICOPA COUNTY BOARD OF SUPERVISORS CONFERENCE ROOM, 301 WEST JEFFERSON STREET, 10<sup>th</sup> FLOOR, PHOENIX, ARIZONA 85003.**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

**VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID**

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**Signature:**

**Date:**

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**CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS****1.0 BACKGROUND:**

- 1.1 Maricopa County is the largest county in Arizona and is the second largest governmental entity in the state. Geographically, at 9,226 square miles, Maricopa County (County) is the fourteenth largest county in the nation - larger than seven states. It is one of the fastest growing counties with a population of approximately four million which makes it the third most populous in the nation and home to more people than seventeen states and the District of Columbia.
- 1.2 As a large urban county, the County provides a mix of services to its residents. Organizationally the County has fifty departments and over 14,000 employees. The County Board of Supervisors recently approved the fiscal year 2008-2009 annual budget, which totals over \$2.3 billion dollars.
- 1.3 The County's organizational culture embraces lean operations that minimize expenditures and keeps County tax rates low. While the County has actively engaged in identifying and implementing cost savings opportunities, the current economic environment increases the need to find new and innovative ways to continue providing services while fine tuning the fiscal and operational aspects of the County organization.
- 1.4 The County is operating under a limited budget of \$500,000 for this procurement. In order to best employ this limited amount, the County has prioritized the operational areas to be evaluated into phases which represent the order of importance for those specific areas as listed in Section 2.5 of this solicitation. This may entail multiple awards and selected areas of evaluation.

**2.0 SCOPE OF WORK:**

- 2.1 Contractor will analyze County operations and identify significant financial savings opportunities which eliminate unnecessary or redundant services, propose new, smarter ways to deliver services, while maintaining or improving customer service. Additionally, identify strategies to optimize existing County government revenue sources consistent with all applicable laws by performing the following tasks and responsibilities. The County reserves the right to award multiple contracts and to add additional contractors at any time to ensure adequate services to meet County needs.
- 2.2 The Contractor shall review the operational areas listed below and provide a detailed report containing the results of each review. Each report shall include at a minimum the following items.
  - 2.2.1 An overview of the current state of the operational area being reviewed. This will include identifying whether the function is statutorily mandated and if so, provide a detailed analysis of at what the mandate requires, the current level to which the mandate is being achieved (minimal, moderate, extensive), number of personnel assigned to the function and their responsibilities, and the current and optimal operational costs.
  - 2.2.2 Identified strengths of the functional area under review.
  - 2.2.3 Weaknesses of the operational area under review. Identify improvement recommendations including an implementation plan and timetable, new or additional funding required for successful implementation, the availability of external funding sources (grants, fees, etc.), anticipated cost savings and the timeframe for realizing the savings. Due to the current financial environment, the County has limited resources to invest in cost saving strategies. Therefore, the majority of recommendations will not require up front investments.
  - 2.2.4 Barriers to successful implementation which will include, but not be limited to, new legislation or changes to current legislation, organizational changes or restructuring, personnel issues or limitations, compensation, and methods to overcome organizational resistance to change. If the report recommends organizational changes or restructuring, the Contractor shall provide a detailed plan defining the recommendation along with charts or graphs providing a pictorial representation of the changes.

2.2.5 Provide a summary of the results of all employee interviews and surveys.

2.3 The Contractor will perform the following tasks and responsibilities and include resultant findings in each of their operational reports:

2.3.1 Functional area reviews.

Analyze the performance of the specific operational areas listed below and recommend ways to save money through more efficient and effective operations. Develop benchmarks based on data from similar programs to identify opportunities for improvement in services and cost savings.

2.3.2 Revenue review.

Analyze revenue sources associated with the specific operational areas listed below and recommend strategies to maximize revenue from new or existing revenue sources.

2.3.3 Broad employee input.

Randomly survey County employees and interview key employees to collect employee and management input.

2.3.4 Training and development.

Educate specified employees and leadership on techniques to conduct on-going performance and financial reviews so that they may be active participants in the review conducted by Contractor and may continue such reviews in the future.

2.3.5 County Improvement Committee (CIC).

The Contractor will work with the CIC. This management committee will provide guidance and oversight for the Contractor's work. The Contractor's recommendations will be reviewed by the committee and approved before inclusion in the final report. This analysis must include all impacts including the impact on individual departments and agencies, citizens and the County's budget overall.

2.3.6 Financial Analysis.

Conduct a financial analysis of the cost savings and revenue enhancing recommendations including a five year forecast detailing on an annual basis, the costs to implement the recommendations, the savings that will be generated and additional revenue that can be achieved.

2.3.7 Implementation.

Prepare a specific implementation plan including a timeline, budget, prioritization, and anticipated results. The plan shall also outline potential impediments to successful implementation and proposed solutions to mitigate these issues.

2.3.8 Communication.

Work with the County's Communications Office to develop and implement a communication plan for internal and external audiences concerning the performance review process and results.

2.3.9 Consideration of state law, current state practices, and current state budget constraints.

The Contractor will become familiar with relevant County, state and Federal budget, tax, and expenditure laws and ensure that recommendations are consistent with the limitations imposed by these laws. Additionally Contractor will compare draft recommendations to existing state practices to ensure that recommendations do not overlap with current practices and do represent potential.

2.4 REPORTING:

The CIC and its designated project manager, will work closely with the Contractor to guide, consult with and oversee activities across County government. The Contractor will provide to the CIC, monthly status reports, for each awarded area of evaluation, which will include accomplishments related to agreed upon milestones, measures, tasks planned, deadlines/timing and budget.

2.5 SPECIFIC AREAS OF EVALUATION:

**Phase I - Priority: High (not in any particular order)**

2.5.1 Assessor: Revenue Enhancement. Evaluate revenue or cost sharing opportunities for the Assessor's Office including database/information user fees to entities that access the Assessor's information. Evaluate other means of decreasing the department's reliance on the General Fund, including grants.

2.5.2 Correctional Health: AHCCCS. Review laws relating to pre-AHCCCS (Arizona Health Care Cost Containment System) charges incurred by the County from hospitals and the ability to recover any of those costs from the Federal Government or other sources.

2.5.3 County-Wide: GIS Consolidation. Evaluate the various County entities which utilize Geographic Information Systems (GIS). Determine where duplications and voids occur in both gathering and utilizing the systems and the feasibility of a unified GIS County map. Recommend best practices that will provide for cost efficiencies and effective use of the systems by all user groups. Evaluate the County's benefit with regard to GIS of further consolidating and entering into cost-sharing agreements with other governmental entities which may include cities, towns and other counties.

2.5.4 County-Wide: Green Government. Determine the financial efficiencies that can be achieved while initiating environmentally friendly programs. Determine revenue sources or cost re-imburement resources for initiating environmentally friendly programs or processes.

2.5.5 County-Wide: Administrative and Support Services. Analyze administrative and support staff performance and recommend ways to achieve bottom-line savings through greater consistency and more efficient and effective operations including reductions and consolidations of administrative, information technology, and other staff.

2.5.6 County-Wide: Information Technology Consolidation. Analyze and evaluate the delivery of information technology services throughout the County. Determine cost-savings and outsourcing opportunities and feasibility of consolidating some portion of or all information technology related functions being performed by County departments that will result in significant and sustainable cost savings while maintaining the same or an increased level of customer service. Also, determine the extent to which employees have duplicative technology resources, such as an employee that has a desktop computer and a laptop, or a cell phone and a blackberry device that is phone capable. Recommend guidelines for efficient use of technology resources.

2.5.7 County-Wide: Fleet Size, Composition and Usage. Determine the number of vehicles appropriate for the County and evaluate the usage of vehicles. Determine how the County

could benefit from changing “take-home” vehicle practices and policies. Recommend vehicle replacement guidelines, including lease/buy options, that balance financial (initial/replacement cost, annual usage costs and maintenance costs) and environmental concerns. Recommend improvements for efficiency of vehicle usage.

2.5.7.1 Recommend vehicle size guidelines for County uses of on-road vehicles, taking into consideration both financial and environmental issues. Specifically evaluate the use and assignment of Sheriff vehicles (patrol, detective, bus, off-road). Recommend efficiencies that can be achieved and best practices of law-enforcement vehicle use. Recommend best practices and guidelines for law-enforcement vehicle maintenance and repair including the practical application of vehicle maintenance and repair.

- 2.5.8 Internal Services: Outsourcing. Analyze and evaluate the internal service functions of the County to include Equipment Services, Reprographics, Telecommunications, Sheriff’s Warehouse, Risk Management, Employee Benefits. Determine cost-savings opportunities and feasibility of outsourcing some portion of or all functions performed by these internal service operations is feasible and will result in significant and sustainable cost savings while maintaining the same or an increased level of customer service
- 2.5.9 Justice & Superior Courts: Facility Usage. Evaluate policies and practices with regard to the appropriate and efficient use of Court facilities, to include the determination of County business use and personal use (such as performing marriage ceremonies). Evaluate the possibilities of maximizing use of current court facilities to include night and weekend court including the financial impact, service delivery impact to the customer and backlog of cases impact. Evaluate court scheduling, assignment and use during current court hours and efficiencies therein. Review practices from similar governments and recommend best practices and guidelines.
- 2.5.10 Justice & Superior Courts: Fees. Evaluate current fee schedules and recommend fee amount changes and/or new fees.
- 2.5.11 Justice & Superior Courts: Revenue Collection. Evaluate the courts’ ability to collect on all fees, fines or other revenue it collects, and recommend improvements. Review to include business practices within the court that lead up to the collection process.
- 2.5.12 Justice & Superior Courts: Support Functions. Determine feasibility of outsourcing different staff groups (e.g., court interpreters), evaluation of staffing ratios
- 2.5.13 Legal Offices: Support Functions. Review and evaluate support staff ratios in comparison to other departments and similar agencies and make a recommendation to consolidate, increase and/or reduce staff
- 2.5.14 Sheriff’s Office & County Attorney: Investigations. Evaluate the services and functions of the Investigation Units in the Sheriff’s Office and the County Attorney’s Office and determine if duplicative. Review practices from similar governments and recommend best practices.
- 2.5.15 Superior Court: Court Interpreters. Evaluate the efficiency of how interpreters are assigned and managed within the court. Recommend measures to improve efficiency and reduce the average cost per case for interpreters
- 2.5.16 Treasurer: Performance Review. Analyze and evaluate the functions being performed by the County Treasurer to determine programmatic efficiencies that will lead to cost-savings opportunities

**Phase II - Priority: Medium (not in any particular order)**

- 2.5.17 County-Wide: Access to Inmates. Evaluate the ability of County lawyers and assistants to access their defendants while the defendant is in custody, especially for the County Attorney's Office and the Indigent Representation Department. Recommend best practices for maximizing the access and communication opportunities (i.e. teleconferencing) so defense lawyers and assistants have full access to their defendants regardless of inmate location.
- 2.5.18 County-Wide: AHCCCS Reimbursement. Investigate opportunities for reimbursement from Medicaid or other federal funds for the County's former pre-AHCCCS indigent health care liability, particularly amounts that have been claimed by hospitals and are now the subject of on-going litigation.
- 2.5.19 County-Wide: Indirect and Internal Service Cost Recovery. Identify mechanisms by which the County can maximize indirect and internal service cost recovery from non-General Fund sources.
- 2.5.20 County-Wide: Security Services. Evaluate the delivery of the Security function within the County which is currently provided through multiple departments. Provide recommendations on cost-efficient and effective methods of delivering this service to the necessary County facilities and programs; which may include status quo, consolidation and outsourcing. In particular, review opportunities for eliminating duplication of effort in managing employee building access.
- 2.5.21 Indigent Representation: Technology Implementation. Evaluate the implications of the Indigent Rep Information System and its impact on operational efficiencies. Make recommendations to enhance the efficiencies or as follow-through from the efficiencies achieved.
- 2.5.22 Internal Audit: Productivity and Effectiveness. Determine relative productivity and effectiveness of the County Internal Audit Department. Analyze staff performance and model; recommend ways to achieve bottom-line savings through more efficient and effective operations. Compare Department to other similar departments within similar governmental agencies to identify best practices and opportunities for improvement in service and cost savings which may include alternative staffing, lower-level positions for pre-audit work, and outsourcing.
- 2.5.23 Legal Offices: Cost Recovery. Evaluate feasibility of retroactive "~~free~~ fee" assigned **Indigent Representation County Attorney** fee reimbursement from defendant.

**Phase III - Priority: Low (not in any particular order)**

- 2.5.24 Correctional Health: Departmental Evaluation. Evaluate and seek efficiencies in all aspects of Correctional Health including but not limited to staffing, policies and practices, and outsourcing some or all functions. Include the evaluation of rotating clinics and hours of operation for all clinics. When reviewing staffing, consider patterns/FTE requirements and schedules (8 hour/12 hour).
- 2.5.25 County-Wide: Consulting. Evaluate the County's current policies, guidelines and practices with regard to the employment of Consulting Services and Contract Employees providing consulting services. Recommend best practices that will provide for cost efficiencies and practical guidelines for developing criteria to be met before Consulting Services are employed.
- 2.5.26 County-Wide: Contractor Travel. Evaluate the County's current policies and practices with regard to travel and expenses of Contractors working on County projects. Determine best practices and provide recommendations.

- 2.5.27 Indigent Representation: Eligibility. Evaluate the process of determining a defendant's indigence for the purposes of receiving public defense services. Review practices from similar governments and recommend best practices and guidelines that balance the public service the County is mandated to provide, a thorough qualification process and cost savings that can be realized.
- 2.5.28 Office of Enterprise Technology: Technology and Projects. Evaluate the technology projects, operations, and customer service support. Determine areas of significant efficiency opportunities and recommend best practices which may include project structure, project management, departmental administration, use of consultants, outsourcing some or all functions, best practices regarding hiring permanent staff for projects and technology staff recruiting and retention.
- 2.5.29 Office of Enterprise Technology: Telecommunications. Evaluate the telecommunications service providers and operations (including land-line phones, data connections, wireless devices, air cards, etc.), billing procedures and reporting requirements (for customer departments as well), and customer service support. Determine areas of significant efficiency opportunities, recommend best practices, and opportunities for outsourcing some or all functions.
- 2.5.30 Parks and Recreation: Revenue Enhancement. Evaluate revenue opportunities for the Parks and Recreation Department including Development Fees, programming and associated fee increases, grants, and other means of decreasing the department's reliance upon the General Fund.
- 2.5.31 Public Works: Consolidation. Evaluate the Public Works Department to determine efficiency opportunities that may be achieved through consolidation of activities, programs and/or staff.
- 2.5.32 Research & Reporting: Departmental Evaluation. Evaluate current policies and practices of the Research & Reporting Department as well as its placement in the County organizationally. Review practices from similar governments and recommend best practices and efficiency opportunities, such as automating satisfaction surveys and reports, and outsourcing some or all functions. Review other agency's citizen and employee satisfaction survey processes and determine best practices.
- 2.5.33 Risk Management: Department Evaluation. Analyze actual management of risk and ability to control and/or change risk by increasing training, employee involvement or other means of increasing safety in the work environment. Compare policies and procedures and benchmark other entities with similar risk. Review claims and recommend best practices to minimize risk and reduce claims.

**Phase IV - Other**

- 2.5.34 Radical Change: Maricopa County is interested in exploring ideas and opportunities to achieve increased fiscal and operational efficiency that may be achievable through unconventional, unorthodox or radical changes to the organization or operations of the County. This component of the scope of work is intended to provide the Contractor and the County an opportunity to engage in an unbounded blank page exercise to explore possible ideas and identify potential opportunities, possible positive and negative consequences, obstacles, and implementation requirements to execute some or all of the outcomes.
- 2.5.35 **MDCOT Operation Division.** **Make recommendations on each area below. If alternatives exist, weigh them, list advantages & disadvantages, then make recommendation(s).**
  - 2.5.35.1 **Assess Division Structure & Effectiveness**

2.5.35.1.1 **Division Decentralization results**

2.5.35.1.2 **Communication within Division**

2.5.35.1.3 **Cost Effectiveness of Division Services**

2.5.35.2 **Assess Division Use/Deployment of Staff & Resources**

2.5.35.3 **Assess Division Performance against Industry Benchmarks**

2.5.35.3.1 **Review Performance Measures**

2.5.35.4 **Review Division Employee Satisfaction Survey results**

2.6 INVOICES AND PAYMENTS:

2.6.1 Payment will be made upon completion and County acceptance of a deliverable; upon completion of a specified project milestone; or upon completion of a specified percentage of completion, as specified in Section 2.4. (NOTE: payments shall not be made on a time & materials basis.)

2.6.2 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.6.3 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.6.4 Payment will be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Respondent shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).

2.6.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.7 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.8 DELIVERY:

It shall be the Contractor's responsibility to meet contract delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.9 QUALIFICATIONS:

2.9.1 Respondent shall possess and provide evidence to support a minimum of three (3) similar engagements within the past five (5) years.

2.9.2 Provide a description of any unique qualifications of the Respondent, including the firm's consulting specialties, strengths and limitations specifically related to services sought under this solicitation. Describe advisory roles the firm has performed with its clients with respect to this Scope of Work. Provide specific examples of "value-added" advice and problem-solving capabilities offered clients.

2.9.3 Describe Respondent's experience in providing services on a state, large county or municipal –wide evaluation/study as it relates to this Scope of Work including: the number of years Respondent has provided these or similar consulting services.

2.9.4 List representative clients and approximate size of the Respondent's experience working with entities similar to Maricopa County.

2.10 The County may elect, in its sole authority and discretion, to implement government improvements in phases, by project, by agency, by program, or to cancel the RFP and implementation of any of the government improvement initiatives. The County may also elect, in its sole authority and discretion to reprioritize the work of Contractor.

2.11 ADDITIONAL PROJECTS:

Respondents to this solicitation are requested to provide an hourly rate for each consultant classification engaged in performing work under this contract that will be used for work under any resultant contract and that would be used for any additional project work if the County identifies new areas that require evaluation.

2.12 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace and/or such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Request for Proposal is intended to result in a Firm, Fixed-Price, Requirements-Type contract to cover a one (1) year term.

3.2 OPTION TO RENEW CONTRACT:

The County may, at its option and with the approval of the Contractor, extend the term of this Contract up to a maximum of four (4) additional, one (1) year, or less, options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**3.3 INDEMNIFICATION:**

- 3.3.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, 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 negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.
- 3.3.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.3.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.4 INSURANCE REQUIREMENTS:**

- 3.4.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.4.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.4.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.4.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.4.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.4.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.4.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.4.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.4.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.4.11 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.4.12 Certificates of Insurance.

3.4.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.4.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.4.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.4.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INTERNET CAPABILITY:

County intends to use the Internet to communicate under this Contract. Respondents without this capability maybe considered non-responsive and not eligible for award consideration.

3.6 SCHEDULE OF EVENTS:

Request for Proposals Issued: 8-28-08

Pre-Proposal Conference: 9-10-08

Deadline for written questions (48) hours after Pre-Proposal Conference). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to [lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov) and be received by 3:00 PM, Arizona time. All questions and answers will be posted to [www.maricopa.gov](http://www.maricopa.gov) with the original solicitation.

Proposals Opening Date: 10-03-08

Deadline for submission of proposals is 2:00 P.M., MST, on OCTOBER 3, 2008. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: 10-09-08

Proposed Respondent presentations: (if required) 10-15~17-08

Proposed Best & Final (if required) 10-24-08

Proposed award of Contract: 11-19-08

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003

Administrative telephone inquiries concerning this solicitation shall be addressed to:

David M. LaFond, Procurement Officer, 602-506-3248  
([lafondd@mail.maricopa.gov](mailto:lafondd@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

- 3.8.1 One (1) original hardcopy of all proposal documents.
- 3.8.1 One (1) CD providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.
- 3.8.2 Four (4) CD's providing the entire proposal in PDF format only.
- 3.8.3 Respondents shall address proposals identified with return address, serial number and title in the following manner:  

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

SERIAL 08094-RFP REQUEST FOR PROPOSAL TO CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS
- 3.8.4 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the solicitation closing date.

3.9 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 08094-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 08094-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 08094-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.10 GENERAL CONTENT:

The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this Request for Proposal but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.11 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

- 3.11.1 Table of Contents.
- 3.11.2 Letter of Transmittal (Exhibit 2).

3.11.3 Executive Summary.

This section shall contain an outline of the general approach utilized in the proposal. Respondent shall provide specifics concerning prior engagements similar to this immediate solicitation, where clients have implemented recommendations of Respondent and any resultant cost savings or process improvements.

3.11.4 Proposal.

This section should contain a statement of all of the services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing Respondent's best offer. Respondent shall provide a timeline, parsed into phases if necessary, for the deliverables specified. Due to the significant financial challenges the County is facing, consideration will be given to Respondents who can demonstrate their ability to complete at a minimum, Phase I expeditiously.

3.11.5 Qualifications.

This section shall describe the Respondent's ability, experience and similar projects successfully completed within the past five (5) years related to the services requested by this solicitation (see Section 2.9). All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.11.6 Proposal exceptions.

3.11.7 Other Data (as applicable).

3.11.8 Attachment A (Pricing).

3.11.8.1 The pricing proposal shall provide a price for each operational area to be reviewed. The price shall be all-inclusive. Total expenditures budgeted for this procurement have been capped at \$500,000. Respondents are reminded that price is one of the key evaluation criteria to be used to determine the successful contractor(s).

3.11.8.2 Prices may be further segregated by phases tied to deliverables and a reimbursement amount for each operational area which combined does not exceed the total amount for each phase. Payments will be based on deliverables as outlined in any resulting contract. Travel and per diem will be paid in accordance with Exhibit 3. Receipts for travel expenses must be provided with each invoice.

3.11.8.3 Additional Projects: Respondents are requested to provide an hourly rate for each consultant classification engaged in performing work under any resultant contract that may be used for additional project work if the County identifies new areas that require evaluation.

3.11.9 Attachment B (Agreement Page).

3.11.10 Attachment C (References).

Respondent shall provide a minimum of three (3) governmental references from prior successful engagements wherein the governmental entity has documented cost savings resulting from implementing Respondent's recommendations. (NOTE: County will not contact references unless they represent engagements offering documented cost savings.)

3.12 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County’s option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

- 3.12.1 Respondent’s demonstrated/proven skills and prior successful, similar projects. Specifically, documented cost savings resulting from implementing Respondent’s recommendations.
- 3.12.2 Respondent’s stated approach and philosophy to provide services, proposed timeline and ability to complete project within the proposed timeline.
- 3.12.3 Price of services.
- 3.12.4 Credentials and demonstrated skills of project staff.

3.13 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.13.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- 3.13.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 3.13.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.13.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 3.13.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

- 3.13.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.13.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.14 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY’S PROCUREMENT ADMINISTRATIVE INFORMATION AND SAMPLE CONTRACT DOCUMENT PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO: [www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)**

**NOTE 2: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSAL.**

**ATTACHMENT A  
PRICING**

SERIAL 08094-RFP  
 PRICING SHEET: NIGP CODE 91858  
 RESPONDENT'S NAME:  
 COUNTY VENDOR NUMBER :  
 ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

P.O. ADDRESS:  
 TELEPHONE NUMBER:  
 FACSIMILE NUMBER:  
 WEB SITE:  
 CONTACT (REPRESENTATIVE):  
 REPRESENTATIVE'S E-MAIL ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ACCEPT PROCUREMENT CARD:	[ ]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>	[ ]	[ ]	_____ %

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.  
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.  
 RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

- NET 10 [ ]
- NET 15 [ ]
- NET 20 [ ]
- NET 30 [ ]
- NET 45 [ ]
- NET 60 [ ]
- NET 90 [ ]
- 2% 10 DAYS NET 30 [ ]
- 1% 10 DAYS NET 30 [ ]
- 2% 30 DAYS NET 31 [ ]
- 1% 30 DAYS NET 31 [ ]
- 5% 30 DAYS NET 31 [ ]

**1.0 PRICING:**

Respondent to provide a not-to-exceed price for each evaluation area.

- 1.1 (2.5.1) Assessor: Revenue Enhancement \_\_\_\_\_
- 1.2 (2.5.2) Correctional Health: AHCCCS \_\_\_\_\_
- 1.3 (2.5.3) County-Wide: GIS Consolidation \_\_\_\_\_
- 1.4 (2.5.4) County-Wide: Green Government \_\_\_\_\_
- 1.5 (2.5.5) County-Wide: Administrative & Support Services \_\_\_\_\_
- 1.6 (2.5.6) County-Wide: Information Technology Consolidation \_\_\_\_\_
- 1.7 (2.5.7) County-Wide: Fleet Size, Composition and Usage \_\_\_\_\_

**ATTACHMENT A  
PRICING**

1.8 (2.5.8) Internal Services: Outsourcing	_____
1.8.1 (2.5.8.1) Equipment Services	_____
1.8.2 (2.5.8.2) Reprographics	_____
1.8.3 (2.5.8.3) Telecommunications	_____
1.8.4 (2.5.8.4) Sheriff's Warehouse	_____
1.8.5 (2.5.8.5) Risk Management	_____
1.8.6 (2.5.8.6) Employee Benefits	_____
1.9 Justice & Superior Courts: Facility Usage	_____
1.10 Justice & Superior Courts: Fees	_____
1.11 Justice & Superior Courts: Revenue Collection	_____
1.12 Justice & Superior Courts: Support Functions	_____
1.13 Legal Offices: Uspport Functions	_____
1.14 Sheriff's Office & County Attorney: Investigations	_____
1.15 Superior Court: Court Interpreters	_____
1.16 Treasurer: Performance Review	_____
1.17 County-Wide: Access to Inmates	_____
1.18 County-Wide: AHCCCS Reimbursement	_____
1.19 County-Wide: Indirect & Internal Service Cost Recovery	_____
1.20 County-Wide: Security Services	_____
1.21 Indegent Representation: Technology Implementation	_____
1.22 Internal Audit: Productivity & Effectiveness	_____
1.23 Legal Offices: Cost Recovery	_____
1.24 Correctional Health: Departmental Evaluation	_____
1.25 Coutny-Wide: Consulting	_____
1.26 County-Wide: Contractor Travel	_____
1.27 Indegent Representation: Eligibility	_____
1.28 Office of Enterprise Technology: Technology & Projects	_____
1.29 Office of Enterprise Technology: Telecommunications	_____

**ATTACHMENT A  
PRICING**

1.30 Parks & Recreation: Revenue Enhancement	_____
1.31 Public Works: Consolidation	_____
1.32 Research & Reporting: Departmental Evaluation	_____
1.33 Risk Management: Department Evaluation	_____
1.34 Radical Change	_____

**2.0 LABOR CATEGORIES** (Respondent to insert title and hourly rate of proposed labor category IAW Section 2.11 )

2.1	_____
2.2	_____
2.3	_____
2.4	_____
2.5	_____

**3.0 OTHER EXPENSES** (Includes report production, duplication and miscellaneous expenses)

	<u>UNIT</u>	<u>PRICE</u>
3.1 Administrative Assistance Services	<u>HOUR</u>	_____
3.2 Duplication Services	_____	_____
3.3 Other Miscellaneous Expenses	_____	_____

**4.0 TRAVEL**

Travel shall be capped at 15% of project price as calculated based on contracted hourly rates when contractor is required to travel at the direction of the customer organization

**ATTACHMENT B**

**AGREEMENT**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

**BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.**

---

\_\_\_\_\_ Small Business Enterprise (SBE)

---

\_\_\_\_\_  
RESPONDENT SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

/  
\_\_\_\_\_  
FAX #

\_\_\_\_\_  
CITY STATE ZIP

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WEB SITE

\_\_\_\_\_  
EMAIL ADDRESS

**ATTACHMENT C**

**RESPONDENT'S REFERENCES**

**RESPONDENT SUBMITTING PROPOSAL:** \_\_\_\_\_

1. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

2. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

3. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

4. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

5. ENTITY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

**EXHIBIT 1**

**VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM**

On November 22, 2004, Maricopa County changed its vendor registration process.

**On-Line Registration is FREE and REQUIRED for all vendors.**

**Register On-line at [www.maricopa.gov/materials](http://www.maricopa.gov/materials)**

**It is required that you select an appropriate commodity code(s) associated with your line of business.**

**Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.**

**If you have any questions, email us at [VendorReg@mail.maricopa.gov](mailto:VendorReg@mail.maricopa.gov).**

**SMALL BUSINESS PROGRAM**

**(MCBIZ)**

**"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.**

**Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.**

**Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."**

**EXHIBIT 2**

**SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County  
Materials Management Department  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

Re: RFP Serial 08094-RFP, Conduct Efficiency Studies and Performance Audits

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated \_\_\_\_\_, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before \_\_\_\_\_ if you should desire to accept this proposal.

Very truly yours,

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE (please print)

**EXHIBIT 3**

**CONTRACTOR TRAVEL AND PER DIEM POLICY**

1. All contract-related travel shall be prior-approved by County.
2. Travel, lodging and per diem expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:  
  
[http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC)
3. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
4. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from County prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
5. Contractor is responsible for any other miscellaneous personal expenses, as they are included in contractor's lodging and per diem expenses.
6. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph 3, above.
7. Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**EXHIBIT 4**

**SOLE PROPRIETOR WAIVER**



**MARICOPA COUNTY RISK MANAGEMENT  
222 North Central Avenue, Suite 1110  
Phoenix, Arizona 85004**

**SOLE PROPRIETOR WAIVER**

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as \_\_\_\_\_ (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box	City	State	Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Materials Management Department			
Signature of Procurement Officer		Date	

**Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.**

\_\_\_\_\_  
Signature of Risk Management Representative Date

**PRE-PROPOSAL CONFERENCE  
CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS**

**SERIAL 08094-RFP**

Maricopa County Board of Supervisors Conference Room  
301 West Jefferson Street, Phoenix, Arizona  
1:00 PM, September 10, 2008

**PLEASE PROVIDE YOUR BUSINESS CARD**

PLEASE PRINT

VENDORS NAME	ATTENDEE'S NAME	PHONE NUMBER	E-MAIL
Management Partners	Nancy Hetrick	408-437-5400	nhetrick@managementpartners.com
COSTAS + WINTBOURNE	EDWARD G. WINTBOURNE	623-447-4634	EWINTBOURNE@GMAIL.COM
MC Assessor's	Russell Heisinger	21627	RHEISINGER@AZ11.MARICOPA.AZ.GOV
" "	Lesley Korte	67154	lesleyk@mail.maricopa.gov
MAXIMUM BUSINESS ADVANTAGE	JIM GRAHAM	602-254-2688	JIM@MBAAZ.COM
RSM McEladrey	Sahica Juddi	602 670-2807	Sahica.Juddi@RSMI.COM
RSM McEladrey	Earnest Johnson	602-200-1852	earnest.johnson@rsmi.com
FCS Group	Nicholas Almeida	415-445-8947	nicholasa@fcsgroup.com
MAXIMUS	KEN JONES	602 249-9807	KENJONES@MAXIMUS.COM
KPMG	PAUL SMEDEGAARD	480. 459. 3623	PSMEDEGAARD@KPMG.COM
KPMG	TINA HOTOP	480-459-3552	thotop@KPMG.COM
MUNICIPAL SOLUTIONS	Rick Buss	928-220-2611	RBUSS@MUNICIPALSOLUTIONS.ORG

By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Materials Management web page (<http://www.maricopa.gov/materials/advbd/advbd.asp>) for all addenda that may be posted for this Request for Proposal. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company/s Bid as indicated on the "Notice of Solicitation" page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposal administrative information, contract terms and all specifications posted to the Maricopa County Materials Management web page.

**PRE-PROPOSAL CONFERENCE  
CONDUCT EFFICIENCY STUDIES AND PERFORMANCE AUDITS**

**SERIAL 08094-RFP**

Maricopa County Board of Supervisors Conference Room  
301 West Jefferson Street, Phoenix, Arizona  
1:00 PM, September 10, 2008

**PLEASE PROVIDE YOUR BUSINESS CARD**

PLEASE PRINT

VENDORS NAME	ATTENDEE'S NAME	PHONE NUMBER	E-MAIL
Waxers Consulting Group	Rueda Roy	214-466-2427	trov@waxersconsulting.com
Public Works LLC	Jedrey Shaker	512-627-2205	shaker@publicworks.org
No. A. County <sup>maricopa</sup> <del>ASST.</del>	Steve Hamman	602 526 5260	shamman@mail.maricopa.gov
Meloy Associates	Justin Frank	602-372-3795	frankj@mail.maricopa.gov
Mercer	Scott Smith	602-522-8598	Scott.L.Smith@mercer.com
Mercer	Acquanetta Robinson	602 522 8598	acquanetta.robinson@mercer.com
MGT of America	Marilyn Wiley	520-568-8087	m.wiley@mgtamer.com
<del>Irma Ashworth</del>			
Clifton Gunderson	Irma Ashworth	602- <del>604-3570</del> <sup>266-2248</sup>	irma.ashworth@cliftoncpa.com
ESRI	ali Fair	303-898-8426	afair@esri.com
CE Wilson Enterprises, Inc.	Chrystal Richardson	480-570-2521	cewilson@cewilsonent.com
"	Frederick Richardson	480-330-1503	frichardson@cewilsonent.com
KPMG LLP	MICHAEL SEWELL	602 793 2641	mdsewell@KPMG.com
Ninyo & Moore	Lee Morris	602-243-1600	lmorris@ninyoandmore.com
Matrix Consulting	Patrick Ibarra	925-518-0187	patrick@gettingbetterallthetime.com

By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Materials Management web page (<http://www.maricopa.gov/materials/advbd/advbd.asp>) for all addenda that may be posted for this Request for Proposal. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company/s Bid as indicated on the "Notice of Solicitation" page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposal administrative information, contract terms and all specifications posted to the Maricopa County Materials Management web page.

## Pre-proposal Conference Questions with Answers

**QUESTION:** Regarding the training and development component (2.3.4), does the County expect as a deliverable a documented process that can be duplicated internally for other department evaluations? If so, what specifically should this encompass?

**ANSWER:** **The training and development defined in section 2.3.4. is a required component for each area of evaluation. Contractors will be required to provide this education as part of their engagement. There are numerous approaches to satisfying this training requirement and the County wants to permit respondents to the solicitation the opportunity to propose how they will accomplish this task. Responses to the solicitation should include a description of how the contractor will fulfill this requirement.**

**QUESTION:** In order to plan an appropriate and accurate proposal for services, will the County consider sharing a detailed organizational chart? It would be helpful to have a picture of reporting relationships, number of employees in each department, and areas of responsibility.

**ANSWER:** **Detailed information on all County departments, including their areas of responsibility, current budget, strategic plan and other information can be obtained from the County's Business Strategies document which can be found at: <http://www.maricopa.gov/Budget/BudgetDocument.aspx>**

**QUESTION:** In reviewing the scope of work and the multiple issues of concern in each phase, it appears that some issues in different phases could be clustered to more effectively conduct an evaluation. For example, a departmental evaluation of the Correctional Health department is considered a low priority; however, there are related issues, i.e. AHCCCS that are considered higher priority. Is the County open to restructuring the phases so that like needs are clustered for a more efficient and effective study? Can a proposal be submitted using this approach and still be considered for selection?

**ANSWER:** **The County will consider, as alternative, responses that consolidate complementary tasks into one task for the purposes of taking advantage of work effort and to reduce the overall cost. However, the County is not obligated to awarded consolidated tasks if it determines this is not in its best interest.**

**QUESTION:** Are there any union/collective bargaining groups to consider in this study?

**ANSWER:** **No.**

**QUESTION:** Will there be an expectation for the consultant to formally present findings and recommendations of the study to the Maricopa County Board of Commissioners? If so, could the expectations surrounding this presentation be clarified?

**ANSWER:** **If contractors are requested to make presentations to the County Board of Supervisors it is anticipated that this would occur at an Informal Board meeting which are held on alternating Monday's starting at 10:00 a.m. MST. Presentations should include PowerPoint or other types of electronic displays that provide the Board of Supervisors with pertinent background information, recommendations and a summary of the information that supports the recommendations, along with any other information that the contractors feels is critical to permit the Board members to understand the recommendations being made.**

**QUESTION:** I noticed on the directory yesterday that Maricopa County has an Organizational Planning and Training Division. Is this division able to conduct efficiency studies? Was this considered as an option prior to going out for bid? Is it anticipated this group may be involved in the future?

**ANSWER:** **This group is the County's training activity. They do not conduct the type of analysis contemplated in this solicitation.**

**QUESTION:** Please provide additional information concerning the expectations about duplication requirements. If the contractor is responsible for printing reports, please advise as to the number expected.

**ANSWER:** **Contractors will be required to submit five hard copies of each report submitted to the County along with five CD's/DVD's containing a complete copy of the report and any supporting documentation in a .pdf format.**

**QUESTION:** For item 2.5.23 "Legal Office: Cost Recovery. Evaluate feasibility of retroactive "~~free~~ fee" assigned County Attorney fee reimbursement" it appears that some words may be missing from the description. As written it doesn't seem to make sense. Can you please provide clarification as to what this means.

**ANSWER:** **Legal Office: Cost Recovery. Evaluate feasibility of retroactive "fee" assigned Indigent Representation fee reimbursement"**

**QUESTION:** Could you please provide a list of the members of the CIC (County Improvement Committee).

**ANSWER:** **The membership of this committee is comprised of the County's "Management Team". This group numbers approximately 100 and includes the County Manager, elected officials or their designees, Deputy and Assistant County Managers, Department Directors/Deputy Directors and other key Management Positions. This team represents many areas of responsibility and disciplines. Representatives from this team will serve to review individual proposals as appropriate**

**QUESTION:** Does the \$500K cap cover only the first year? If additional years are added, will there be additional budget?

**ANSWER:** **The cap is the amount the County has allocated to perform the tasks included in the solicitation. If the contract is extended for additional time periods, and after a thorough evaluation of the results obtained from this effort, additional funding may be considered.**

**QUESTION:** Could the compensation to contractors include a percentage of savings achieved by the County? If so, would this still be subject to the \$500K cap?

**ANSWER:** **No. The County will not consider compensation based on sharing savings.**

**QUESTION:** Section 2.5.8 categorizes several diverse internal services together, from telecommunications to employee benefits. Is it acceptable for bidders' to select one area (for example, employee benefits) or must bidders' bid on the evaluation of all the services identified in 2.5.8

**ANSWER:** **Section 2.5.8 has been revised to indicate each area as a separate area to study. Respondent may submit a proposal for one or more of the areas.**

QUESTION: Once awarded the contract, what is the timeline for completion for each requirement?

ANSWER: **Completion timeframes were not included in the solicitation. Due to the financial situation the County currently finds itself and what it anticipates in the future, it would like to receive the recommendations as quickly as possible. As part of your response to this solicitation, please include an estimated start and completion date for each of the tasks included in your response.**

QUESTION: Is there a performance bond required?

ANSWER: **No, a performance bond is not required.**

QUESTION: Regarding item 2.5.3 County-Wide GIS Consolidations:

What kind of documentation is there currently on existing procedures and the equipment that is in place?

**The amount and degree of documentation would vary by department. Currently there are numerous agencies that utilize GIS. Those major users include (Not limited to) Assessor, Recorder/Elections, Sheriff, Planning and Development and the Public Works Departments. Other County Agencies may be in the process of implementing such systems or may be in the future.**

Is the GIS the same as or similar to GPS?

**GIS and GPS are different systems. GIS refers to a Geographic Information System and GPS refers to a Global Positioning System.**