ADDENDUM #2 – (DTD 11/27/06) PLEASE SEE CHANGE TO BID OPENING DATE.
ADDENDUM #1, PLEASE SEE CHANGE TO BID OPENING DATE AND EXHIBIT 1

NOTICE OF EMERGENCY SOLICITATION

SERIAL 06141-RFP

REQUEST FOR PROPOSAL FOR: RYAN WHITE TITLE I CONSULTING SERVICES (NIGP 91858)

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./M.S.T.** on ~~NOVEMBER 21~~ **CONTINUOUSLY OPEN STARTING DECEMBER 08, 2006 UNTIL FURTHER NOTICE** for the furnishing of 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 06141-RFP**, **RYAN WHITE TITLE I CONSULTING SERVICES."**

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 AND THE CONTRACTUAL TERMS AND CONDITIONS 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

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

_____

Signature: **Date:**

TABLE OF CONTENTS

NOTICE OF SOLICITATION

TABLE OF CONTENTS

SECTION:

1.0 INTENT

2.0 SCOPE OF WORK

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

EXHIBITS:

EXHIBIT 1 – PROPOSAL PREPARATION INSTRUCTIONS, SELECTION PROCEDURES AND EVALUATION CRITERIA

EXHIBIT 2 –VENDOR REGISTRATION PROCEDURES

EXHIBIT 3 – LETTER OF TRANSMITTAL SAMPLE

EXHIBIT 4 – BUSINESS REFERENCE LIST SAMPLE

RYAN WHITE TITLE I CONSULTING SERVICES

1.0 INTENT

The purpose of this Request for Proposal is to solicit proposals for consulting services for the Phoenix Eligible Metropolitan Area Ryan White Title I Program (Program). 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.

2.0 SCOPE OF WORK

2.1 Perform evaluation of the Program's operations, recommend .process and program improvements, and assist the Program in implementing approved recommendations. Provide training and outreach services to Program employees, contractors, participants, and planning council/committee members. Collaborate with HRSA consultants and be willing to build collaborative relationships with community-based groups.

2.2 Evaluate Program budgets, assist the Program in recommending reallocations of funding where necessary, and assist in the implementation of funding changes where approved by the Program.

2.3 Assist the Program in developing both short-term and long-term expenditure projections, and implementing a five (5) year business plan.

2.4 Review and update contract status and assist the Program in conducting procurements and the negotiation of contracts and intergovernmental agreements. Provide technical assistance to contractors in submitting requests for proposals and complying with contractual and regulatory requirements. Assist staff in providing site visits to contractors.

2.5 Perform periodic reviews of the Program's quality management functions and recommend performance improvements where needed; then assist in the implementation of approved recommendations

2.6 Perform other consulting services as required.

2.7 Provide assistance, technical analysis, and recommendations to the Administrative Agent (Program Manager) when requested by the Program.

2.8 Define any critical fiscal and/or performance issues which arise during any audits, accounting or consulting services and make recommendations for resolution.

2.9 QUALIFICATIONS:

Respondent shall have three (3) or more years experience in providing consulting services to a Title I Ryan White-funded eligible metropolitan area program and knowledge of HRSA/HIV/AIDS Bureau guidelines and mandates.

2.10 ACCEPTANCE OF CONTRACTOR'S WORK:

Upon completion of any audit, accounting or consulting assignment, the Contractor's work shall be deemed accepted if Contractor's work has not been returned by customer for additional information, correction or revision.

2.11 FACILITIES:

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace, if available and deemed appropriate by the department receiving services, for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.12 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.

2.13 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. 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. (See also, Section 3.6)

2.14 PROJECT SCHEDULE:

Prior to commencement of any work or project, a schedule indicating the dates by which the work is to be completed will be agreed upon. This will include a schedule of periodic updates. Close adherence to this mutually agreed upon schedule will be incumbent upon both parties. Projects shall not exceed sixteen (16) months in duration, nor shall any project exceed $500,000 in total value.

2.15 CONTRACTOR TRAVEL:

When requested and approved, in writing, from County department for whom services are being provided to perform work that requires overnight accommodations or travel, the Contractor shall be bound and reimbursed by the policies and rates specified in the current Maricopa County Travel Manual. The Contractor shall itemize all per diem and lodging charges and provide receipts with the next invoice for services. Non-reimbursable travel costs will not be reimbursed to the Contractor. The Travel Manual may be viewed or downloaded from the internet at:

http://ebc.maricopa.gov/library/finance/pdf/travel_manual.pdf

2.16 PROJECT ASSIGNMENT:

Projects under this Contract shall be assigned through a competitive process involving at least three (3) awarded contractors, if possible. County will provide a Statement of Work/Scope of Work to the selected contractors, who will in turn, submit proposals to complete the project. Proposals shall contain detailed proposal on how the project will be completed and shall contain a price proposal using the prices contained in their respective contracts. The selected contractor(s) shall report to the Ryan White Title I Program Manager.

2.17 INVOICES AND PAYMENTS

As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." upon the County's receipt of a properly completed invoice.

2.17.1 The Contractor 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 (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase

- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

2.17.3 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.

3.0 SPECIAL TERMS & CONDITIONS

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a sixteen (16) month period, through February 24, 2008.

3.2 INDEMNIFICATION

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.

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.

The scope of this indemnification does not extend to the sole negligence of County.

3.3 INSURANCE REQUIREMENTS:

Contractor, at Contactor'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.

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.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

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.

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. Contactor 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.

County reserves the right to request and to receive, within 10 working days, certificates 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.

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.

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.

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.3.4 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than $1,000,000 for each claim.

3.3.5 Certificates of Insurance.

3.3.5.1 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.**

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.

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.

3.3.5.2 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.

3.4 REQUIREMENTS CONTRACT:

3.4.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

3.4.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

3.4.3 Purchase orders shall be cancelled in writing.

3.5 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, with thirty (30) days written notice, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all

further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor specifically for delivery to County under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

3.6 TERMINATION FOR DEFAULT:

3.6.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days written notice to Contractor, identifying the deficiencies in Contractor's performance or other material provision, allowing Contractor, within those thirty (30) days, to cure the deficient performance. If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the Contract shall be terminated.

3.6.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

3.6.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

3.6.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

3.7 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.8 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.9 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.10 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

3.11 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

3.12 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.13 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

3.14 ALTERNATIVE DISPUTE RESOLUTION:

3.14.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.14.1.1 Render a decision;

3.14.1.2 Notify the parties that the exhibits are available for retrieval; and

3.14.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.14.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.14.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.15 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.16 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.17 INTEGRATION:

This Contract and the Respondent's response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.18 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.19 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

3.19.1 Attachment A, Pricing;

3.19.2 Maricopa County Travel Manual; and

3.19.3 Respondent's Response.

3.20 **IN WITNESS WHEREOF, this Contract is executed and shall commence on the date signed by the Chairman, Maricopa County Board of Supervisors, below.**

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____ _____
DIRECTOR, MATERIALS MANAGEMENT DATE

APPROVED AS TO FORM:

_____ _____
DEPUTY MARICOPA COUNTY ATTORNEY DATE
.

ATTACHMENT A
PRICING

SERIAL 06141-RFP, RYAN WHITE TITLE 1 CONSULTING SERVICES
PRICING SHEET: B0605764 / NIGP 91858

RESPONDENT NAME: _____
VENDOR # : _____
RESPONDENT ADDRESS: _____
P.O. ADDRESS: _____
RESPONDENT PHONE #: _____
RESPONDENT FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: _____ YES _____ NO

ACCEPT PROCUREMENT CARD: _____ YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES _____ NO _____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

HAVE INTERNET ORDERING CAPABILITY: _____ YES _____ NO _____ % DISCOUNT

OTHER GOVERNMENT AGENCIES MAY USE THIS CONTRACT: _____YES _____ NO

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.
TERMS WILL BE CONSIDERED IN DETERMINING PRICE.
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
RESPONDENT MUST INITIAL ITS 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 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE:_____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

_____ NEWSPAPER ADVERTISEMENT
_____ MARICOPA COUNTY WEB SITE
_____ PRE-SOLICITATION NOTICE (POST CARD)
_____ E-MAIL
_____ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON SAME CD AS PROPOSAL AND FORMATTED IN EXCEL ’2003. RESPONSE WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CDs IN YOUR SUBMITTAL. ANY RESPONSE NOT CONTAINING THE REQUIRED CDs MAY BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A
PRICING

ITEM DESCRIPTION	HOURLY RATE
1.0 Labor Classifications	
1.1 Partner / Director	_____
1.2 Senior Manager	_____
1.3 Manager	_____
1.4 Senior Consultant	_____
1.5 Consultant	_____
1.6 Associate Consultant	_____
1.7 Business Analyst	_____

(**NOTE:** If classifications differ from those listed above, replace with your classification.)

2.0 Other Expenses

(Includes report production, duplication and other miscellaneous expenses)

(List other expenses and unit prices below)

	Unit	Price
2.1		
2.2		
2.3		
2.4		
2.5		
2.6		

3.0 Travel

Travel shall be capped at _____ % of each project price. Travel cap will be established in each Contractor response for each project assignment proposal. (See SECTION 2.16, also)

EXHIBIT 1

PROPOSAL PREPARATION, SELECTION PROCEDURE AND EVALUATION CRITERIA

1.0 This solicitation is written under expedited procedures, therefore, a pre-proposal conference will not be held. Questions concerning the solicitation must be in writing and addressed to Dave LaFond, lafondd@mail.maricopa.gov no later than close of business ~~November 13~~ **December 05**, 2006.

2.0 It should be known that non-profit Respondents will be given preference for selection in accordance with the Ryan White Care Act of 1990.

3.0 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide one (1) original hard copy (labeled) and four (4) hardcopy copies of their proposal, plus two (2) electronic copies, including pricing, on CD. **Respondents shall address proposals identified with return address, serial number and title in the following manner:**

Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003

SERIAL 06141–RFP RYAN WHITE TITLE I CONSULTING SERVICES

Proposals must 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 RFP closing date.

4.0 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 06141–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, "Exceptions to the Proposal, Solicitation, SERIAL 06141-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the Proposal, Solicitation, SERIAL 06141-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.

5.0 GENERAL CONTENT:

The Proposal should be specific, complete and straightforward in detailing the Respondent's capabilities to manage projects and project personnel to ensure satisfactory performance under 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.

6.0 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 100 pages, single sided, 10 point font type).

6.1 Table of Contents

EXHIBIT 1

PROPOSAL PREPARATION, SELECTION PROCEDURE AND EVALUATION CRITERIA

6.2 Letter of Transmittal (Exhibit 3)

6.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

6.3.1 Disclose any relationships of an official, personal, or financial nature that might cause any limitation of the extent or character of the examination, cause any limitation of disclosure, or weaken the analysis.

6.4 Proposal – This section should specifically address how Respondent will manage projects to ensure timely and accurate completion. Describe the Respondent's policy on staff and management rotation and continuity of personnel assigned to County projects. (County will not be tolerant of Contractors naming individuals to be employed, then not using those employees under the contract being sought.). Proposals should be all-inclusive, detailing Respondent's best offer.

6.5 Qualifications – This section shall address requirements stated in Scope of Work Section 2.9. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a detailed resume of professional experience, an estimate of the time each would devote to projects, and other pertinent information.

6.5.1 Describe the Respondent's experience. Respondent shall have three (3) or more years experience in providing consulting services to a Title I Ryan White-funded eligible metropolitan area program and knowledge of HRSA/HIV/AIDS Bureau guidelines and mandates.

6.5.2 Demonstrate the Respondent's ability and commitment to assign experienced personnel. (County departments are minimally funded and cannot devote critical resources to training new or inexperienced auditors, accountants, or consultants. County staff may be made available on a reasonable basis to locate, reproduce, and re-file documents.)

6.5.3 Demonstrate familiarity with County government and an understanding of County's needs.

6.6 Proposal exceptions

6.7 Completed/Signed Section 3.21

6.8 Attachment A (Pricing)

6.9 References (Exhibit 4)

7.0 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.

7.1 Respondent's proven skills, technical competence, credentials of project staff and Respondent's experience with governmental entities (includes confirmed reference feedback).

7.2 Approach and philosophy to managing projects.

EXHIBIT 1

PROPOSAL PREPARATION, SELECTION PROCEDURE AND EVALUATION CRITERIA

7.3 Price of services.

8.0 SCHEDULE OF EVENTS:

Request for Proposals Issued:	11-08-06

Deadline for submission of proposals is ~~November 21~~ **December 08**, 2006. 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, AZ 85003.

Deadline for Solicitation Questions	~~11-13-06~~ **12-05-06**
Proposed review of Proposals and short list decision:	~~11-22-06~~ **12-11-06**
Proposed selection and negotiation:	~~12-05-06~~ **12-20-06**
Proposed award of Contract:	~~12-12-06~~ **01-15-07**

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.

9.0 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 85003-2494

Administrative telephone inquiries shall be addressed to:

David LaFond, Procurement Officer, 602-506-3248
(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.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A PROPOSAL. FOR THIS INFORMATION, GO TO:

www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

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

EXHIBIT 2

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

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

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.

EXHIBIT 3

LETTER OF TRANSMITTAL

(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: Serial Number 06141-RFP, Ryan White Title 1 Consulting Services

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 4

RESPONDENT REFERENCES

EXHIBIT 4

RESPONDENT REFERENCES

RESPONDENT SUBMITTING PROPOSAL: _____

PREFERABLY GOVERNMENTAL ENTITIES

ENTITY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

NUMBER OF YEARS SERVICE PROVIDED: _____

ENTITY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

NUMBER OF YEARS SERVICE PROVIDED: _____

ENTITY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

NUMBER OF YEARS SERVICE PROVIDED: _____

ENTITY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

NUMBER OF YEARS SERVICE PROVIDED: _____

ENTITY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

NUMBER OF YEARS SERVICE PROVIDED: _____