



# Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: June 21, 2011*

*Due: July 13, 2011 no later than 3:00 P.M. (Central Standard Time)*

**RFP #11-006-79**

### **Automotive Repair Parts & Supplies (Shelby County Sheriff's Department)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide automotive parts and supplies needed for the Shelby County Sheriff's Office to maintain its fleet of vehicles and equipment.

Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

*A mandatory pre-proposal conference to address your questions and to tour the facilities will be held on Wednesday, July 6, 2011 at 8:30 a.m., Shelby County Sheriff's Substation Garage,, 11670 Memphis Arlington Road, Building C, Memphis, Tennessee 38002. All interested respondents are required to attend this meeting. If you plan to attend, you must contact the Purchasing Department via email at [bob.brenner@shelbycountyttn.gov](mailto:bob.brenner@shelbycountyttn.gov) to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.*

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. on Wednesday, July 13, 2011.** Proposals should be addressed to:

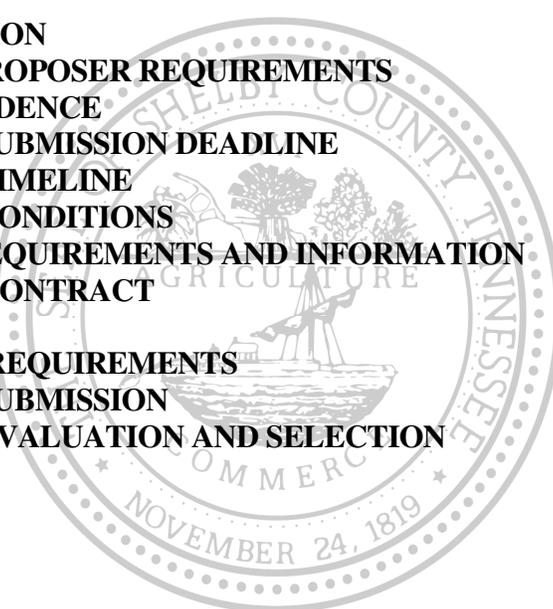
Robert S. Brenner, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and (5) five copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, AUTOMOTIVE REPAIR PARTS & SUPPLIES, RFP #11-006-79" noted on the outside.

Sincerely,

**Robert S. Brenner, Buyer**  
Shelby County Government  
Purchasing Department

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- The seal of Shelby County, Tennessee, is a circular emblem. It features a central figure of a plow, symbolizing agriculture. The text "SHELBY COUNTY TENNESSEE" is written around the top inner edge of the seal, and "AGRICULTURE" is written across the middle. At the bottom, it says "COMMERCE" and "NOVEMBER 24, 1819".
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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information and attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified companies or professionals to provide automotive parts and supplies needed for the Shelby County Sheriff’s Office to maintain its fleet of vehicles and equipment (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a minimum of five (5) years experience performing the work described in the RFP.
2. Have sufficient, competent and skilled staff, with experience in performing the Services.
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
4. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response.**
5. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. (*A written statement of compliance must be provided with your response.*)
6. Adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

**Please Note:** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.*

*You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Department” at the top, then P for Purchasing Department, then click on the link “Conducting business with Shelby County”. Please download the application instructions and read thoroughly prior to accessing the application.*

*If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Robert S. (Bob) Brenner, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Bob Brenner in writing at [bob.brenner@shelbycountytngov](mailto:bob.brenner@shelbycountytngov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be July 8, 2011 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

*Note: All written questions submitted by the deadline indicated above will be answered and submitted to the respondent via email.*

**Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.**

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **July 13, 2011 @ 3:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

<b>Request for Proposals Released</b>	<b>Tuesday, June 21, 2011</b>
<b>Mandatory Pre-bid</b>	<b>Wednesday, July 6, 2011</b>
<b>Proposal Due Date</b>	<b>Wednesday, July 13, 2011 by 3:00 pm (CST)</b>
<b>Notification of Award</b>	<b>July/August 2011</b>
<b>Services to Commence</b>	<b>October 1, 2011 or immediately upon execution of the contract</b>

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **a. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

### **b. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **c. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **d. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

### **e. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **f. Proposal Validity**

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

### **g. Disclosure of Proposal Contents**

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

**h. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

**LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten percent (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or proposer to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or proposer can show documented evidence of good cause why none were included.

(vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

**i. Living Wage**

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

**VII. GENERAL REQUIREMENTS**

**a. Background**

The Shelby County Sheriff’s Office Fleet Operations group operates a full service automotive garage located at 11670 Memphis-Arlington Road, Bldg. C, Arlington, TN 38002. Operations include the maintenance and repair of passenger cars, law enforcement vehicles, trucks, utility vehicles, small engines, all-terrain vehicles and other equipment necessary for the day-to-day activities of a large public safety fleet.

**b. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County in the performance of the services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

**c. Project Time Frame**

The initial contract term will begin October 1, 2011 or immediately upon execution of the contract through June 30, 2012 with the option to renew for two (2) additional one year periods beginning July through June with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The proposer must be prepared to begin immediately upon receipt of a Notice to Proceed.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

**e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-545-4336 to obtain the necessary documents and to ask any questions that you may have regarding this information.

*During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.*

**f. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

## VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

## IX. PURPOSE/SCOPE OF WORK

To select the best-qualified proposer (hereinafter referred to as “Contractor”) and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

### Services Required

**Proposers must apply for all of the above services. The Proposer may not submit a proposal for services not listed in the above request.**

1. The selected Contractor will have to operation within the scope of work as outlined below.
  - a) The Contractor will be required to supply original equipment, quality parts, and supplies, or a product that is equivalent or better.
  - b) Fleet Operations reserves the right to purchase parts and other supplies that cannot be provided by the Contractor within the time frame specified, that do not meet Original quality, or that are deemed inferior or unacceptable by Fleet Operations.
  - c) Fleet Operations reserves the right to solicit repairs from any private contractor where said contractor may provide parts and/or labor for the repair of fleet equipment.
  - d) Fleet Operations requires that, in every application where reasonable and acceptable, the Contractor provide retreated, rebuilt, refurbished, recycled, or a re-refined product, these products must meet or exceed applicable OEM, SAE, UL, Mil-spec, ANSI or other industry quality standard.
  - e) Fleet Operations reserves the right, over the course of the contract period, to determine which products must be new, refurbished, recycled, or re-treaded.
  - f) The Contractor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, alternators, engine blocks, and other items customarily considered.
  - g) Fleet Operations will work jointly with the Contractor to determine the parts and supplies to carry in inventory based on usage, fleet size, critical parts, turn around time, or any other contributing factor applicable.
  - h) All parts and supplies must include full, applicable manufacturer’s warranties and guarantees.
  - i) The Contractor must guarantee all items purchased for repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. Replacement for defective, inferior, or non-fit items must be guaranteed.

- j) The Contractor will inventory the present stock of parts and supplies just prior to assuming operational control and mark each item for sale back to Fleet Operations at no charge when requisitioned by Fleet Operations.
- k) Fleet Operations may retain ownership of older, specialized inventory items.
- l) The Contractor will provide a receipt for parts and supplies received to be furnished to Fleet Operations immediately upon delivery. The receipt will contain specific tracking information, i.e. part number, description, price detail, quantity, requisition date, delivery date and any other information deemed necessary for effective tracking.
- m) The Contractor will provide a billing invoice to Fleet Operations for all provided parts and supplies immediately upon delivery or as soon as feasibly possible. The billing invoice will contain specific tracking information, i.e. invoice number, part number, description, price detail, quantity, requisition date, delivery date and any other information deemed necessary for effective tracking.
- n) The Contractor is expected to provide specialized training or information to Fleet Operations staff regarding use of new products as deemed appropriate and mutually agreed upon. The costs associated with any such training will also require previous mutual agreement between the Vendor and Fleet Operations.
- o) The Contractor will be available to make daily deliveries of parts and supplies to meet the needs of Fleet Operations.
- p) The Contractor will conduct on-site inventory inspections at least weekly, and meet with Fleet Operations staff in order to discuss any alterations in inventory levels, discrepancies, or other business.

In addition, the Proposing Contractor must include their bid price against the incorporated parts list, with regard to the following:

- a) Bid items must be equal or better than indicated on the parts list.
- b) Bid is for parts only, not associated management.
- c) Current hours of Fleet Operations are Monday thru Friday from 7:00 a.m. to 5:00 p.m. however; the hours are subject to change at the discretion of Fleet Operations.
- d) The approximate size of the fleet is 700 items (vehicles and equipment).

#### Parts List Pricing (New)

Part No.	Description	Product Brand	Price Each
KO40355SF	BELT	GATES	
KO40378	BELT	GATES	
KO60854	BELT	GATES	
KO60868	BELT	GATES	
KO60905	BELT	GATES	
KO60908	BELT	GATES	
KO60923	BELT	GATES	

KO60935	BELT	GATES	
KO61025	BELT	GATES	
KO61093	BELT	GATES	
DX655	BRAKE PADS	WAGNER	
CX882A	BRAKE PADS	WAGNER	
MX931	BRAKE PADS	WAGNER	
MX932	BRAKE PADS	WAGNER	
CX883	BRAKE PADS	WAGNER	
MX1076	BRAKE PADS	WAGNER	
MX1159	BRAKE PADS	WAGNER	
MX934	BRAKE PADS	WAGNER	
MX935	BRAKE PADS	WAGNER	
PGD785M	BRAKE PADS	WAGNER	
MX995	BRAKE PADS	WAGNER	
QC1040A	BRAKE PADS	WAGNER	
DX1069	BRAKE PADS	WAGNER	
MX1083	BRAKE PADS	WAGNER	
MX1084	BRAKE PADS	WAGNER	
PD1161	BRAKE PADS	WAGNER	
CX1164	BRAKE PADS	WAGNER	
CF1169	BRAKE PADS	WAGNER	
DX1194	BRAKE PADS	WAGNER	
MX1279	BRAKE PADS	WAGNER	
CX1363	BRAKE PADS	WAGNER	
CX698	BRAKE PADS	WAGNER	
33311	FUEL FILTER	WIX	
33810	FUEL FILTER	WIX	
33817	FUEL FILTER	WIX	
33818	FUEL FILTER	WIX	
33899	FUEL FILTER	WIX	
46134	AIR FILTER	WIX	
46153	AIR FILTER	WIX	
46390	AIR FILTER	WIX	
46673	AIR FILTER	WIX	
49115	AIR FILTER	WIX	
42385	AIR FILTER	WIX	
42329	AIR FILTER	WIX	
AC3004	GLOVES	DELCO	
GVX5L	GLOVES	AGS	
FIRE EXT.	FIRE EXTINGUISHER	KIDDE	metal brackets
FD503	IGN. PT.	STANDARD	
FD508	IGN. PT.	STANDARD	

AP764	PLUGS	AUTOLITE	
AP765	PLUGS	AUTOLITE	
APP764	PLUGS	AUTOLITE	
APP765	PLUGS	AUTOLITE	
HT-1	PLUGS	AUTOLITE	
APP606	PLUGS	AUTOLITE	
41-100	PLUGS	AUTOLITE	
BD125781	ROTORS	WAGNER	
BD125786	ROTORS	WAGNER	
BD126196	ROTORS	WAGNER	
BD126344	ROTORS	WAGNER	
BD126346	ROTORS	WAGNER	
BD125506	ROTORS	WAGNER	
BD126027	ROTORS	WAGNER	
BD126358	ROTORS	WAGNER	
BD126347	ROTORS	WAGNER	
BD126257	ROTORS	WAGNER	
BD126431	ROTORS	WAGNER	
BD126433	ROTORS	WAGNER	
BD125669	ROTORS	WAGNER	
BD125768	ROTORS	WAGNER	
BD125715	ROTORS	WAGNER	
BD126457	ROTORS	WAGNER	
BD125785	ROTORS	WAGNER	
H7635	SPTLIGHT BULB	GE	
940140002	SPTLIGHT	UNITY	
U67010101	SPTLIGHT	UNITY	
MON171670	STRUT	MONROE	
10238	T STAT	STANT	
10819	T STAT	STANT	
10832	T STAT	STANT	
13399	T STAT	STANT	
RX301-22	WIPERS	RAIN-X	
RX301-21	WIPERS	RAIN-X	
RX301-24	WIPERS	RAIN-X	
RX301-18	WIPERS	RAIN-X	
RX301-17	WIPERS	RAIN-X	
RX301-16	WIPERS	RAIN-X	
RX301-26	WIPERS	RAIN-X	
8W1Z-8C607B	MOTOR FAN	MOTORCRAFT ONLY	
6W1Z-8B658-	FAN CONTROL RELAY	MOTORCRAFT	

AC		ONLY	
WP-2061	WATER PUMP	PREMIUM	
11026	ALTERNATOR	PREMIUM	
51042	OIL FILTER	WIX	
51085	OIL FILTER	WIX	
51348	OIL FILTER	WIX	
51356	OIL FILTER	WIX	
51394	OIL FILTER	WIX	
57202	OIL FILTER	WIX	
57090	OIL FILTER	WIX	
57060	OIL FILTER	WIX	
57047	OIL FILTER	WIX	
57045	OIL FILTER	WIX	
57312	OIL FILTER	WIX	
57502	OIL FILTER	WIX	
57899	OIL FILTER	WIX	
GA-1	CABIN AIR FILTER	ATP	
GA-4	CABIN AIR FILTER	ATP	
RA-3	CABIN AIR FILTER	ATP	
BP1255-H11	BULBS	WAGNER	
9006	BULBS	WAGNER	
9005	BULBS	WAGNER	
512357	HUB ASSEMBLY	TIMKEN (PREMIUM)	
512244	HUB ASSEMBLY	TIMKEN (PREMIUM)	
512237	HUB ASSEMBLY	TIMKEN (PREMIUM)	
513199	HUB ASSEMBLY	TIMKEN (PREMIUM)	
WD-40	CHEMICAL		

## X. CONTRACT REQUIREMENTS

The successful Contractor will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

### a. General Requirements

1. Control. All services by the Contractor will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Contractor certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Contractor. The Contractor further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Contractor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Contractor, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor will be an independent Contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor is solely for purposes of compliance with local, state and federal regulations and means that the Contractor will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Contractor has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Contractor for services performed shall be on the Contractor's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

(i) The Contractor or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Contractor has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Contractor's assets.

(b) The County may terminate the Contract upon seven (7) days written notice by the County or its authorized agent to the Contractor for Contractor's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the County may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Contractor covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Contractor will not engage on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Contractor for a period of one

year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Contractor and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Contractor shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Contractor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Contractor, thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and

conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Contractor due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Contractor represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Contractor has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Contractor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Contractor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Contractor warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Contractor shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

## A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Contractor shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.

(e) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors regarding any matter resulting from or relating to Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) ***Contractor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.***

2. Insurance Requirements. The Contractor will provide evidence of the following insurance coverage:

### **PROFESSIONAL SERVICES/CONTRACTOR PROJECTS LESS THAN \$1,000,000**

#### ***Minimum Limits of Insurance***

Contractor shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000

General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:

- a) Premises/Operations
  - c) Products/Completed Operations
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal Injury and Advertising Liability
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos and Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.

All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice applicable to non-payment of premium. . If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.

All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

## **B. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## XI. PROPOSAL SUBMISSION

### A. GENERAL

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on July 13, 2011, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and five (5) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL, AUTOMOTIVE REPAIR PARTS & SUPPLIES, RFP #11-006-79"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the

proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

## C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Comprehensive Response (Minimum Requirements and Services Required)
  - a. Outline of how respondent can meet or exceed the minimum requirements.
  - b. Detail of how the respondent is qualified to provide the services required.
  - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).

### Cost and Fees

- a. New Part List pricing as shown in the “Services Required” section must be completed in its entirety and submitted with your RFP response.
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.
3. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer’s capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the Proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the respondent's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
  - b. A statement of how long the proposer has provided services similar to the Services requested herein;
  - c. A general description of the proposer's experience and background in providing services similar to the Services requested herein;
  - d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
  - e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.
4. References
- References of the proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.
5. Additional Information
- a. A description of any other resources available to the proposer that will be useful in providing the Services;
  - b. A description of the methods used by the proposer to measure the satisfaction of its client.
  - c. Any other relevant information about the capabilities of the proposer deemed to be material.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. EVALUATION PROCESS**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
- a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications and experience of specific personnel assigned to this project;
    - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
    - iii. Project methodology;
    - iv. Previous experience in performing similar Services;
    - v. References;
    - vi. Proposed cost to Shelby County Government;
    - vii. Time frame for completion.
3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require, an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

*Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.*

**B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. Proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.

