



# 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: March 6, 2013*

*Due: April 11, 2013 no later than 3:00 P.M. (Central Daylight Time)*

**RFP #13-002-51**

### **Cost Allocation Services**

Shelby County Government is soliciting proposals for accounting or consulting services to assist Shelby County Government with cost allocations of its grants and other cost reimbursement contracts. 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.

The proposal, as submitted, should include all rates and information 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 office of Purchasing **no later than 3:00 p.m. on Thursday, April 11, 2013.** Proposals should be addressed to:

**Andre Z. Woods, Buyer**  
Purchasing Department  
Shelby County Government  
160 N. Main St., Suite 550  
Memphis, TN 38103

The package containing an **original copy** (clearly identified as original) and five **(5) copies** of your proposal must be sealed and marked with the Proposer's name and **"CONFIDENTIAL - COST ALLOCATION SERVICES" RFP #13-002-51**" noted on the outside.

Sincerely,

Andre Z. Woods, Buyer  
Shelby County Government  
Purchasing Department

cc: Raymond Pipkin, Administrator Shelby County Government Finance Department  
Audrey Tipton, Controller Shelby County Government Finance Department

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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 consultants to produce the County’s Fiscal 2013 Cost Allocation Plan (the “Plan”). The purpose of the Plan is to determine costs of federal awards carried out through grants and cost reimbursements contracts and other agreements with state and local governments under authority of OMB Circular A-87. This Request for Proposal (“RFP”) is being released to invite interested and qualified consultants to prepare and submit proposals in accordance with instructions provided, where one successful candidate will be selected and invited to enter into a contractual relationship with the County for the services outlined in this RFP, for a one-year period beginning July 1, 2013, with an option to renew the contract, upon mutual agreement, for four additional one-year periods. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have sufficient staff experienced in cost allocation methodology and performing such other services outlined in this RFP.
2. Have a minimum of 5 years experience as a public accountant/auditor professional or a public accounting firm or have a minimum of 5 years experience providing cost consulting services for counties, cities, special districts or state agencies preparing cost allocation plans as specified in this document.
3. Be able to provide the services in a confidential and professional manner
4. 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.
5. **Apply and qualify** for 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.**
6. 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.***)
7. Adhere to all Title VI requirements and provide proof/documentation if necessary.
8. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).
9. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). ***If applicable, proof and documentation of employment eligibility must be included with the proposal.***

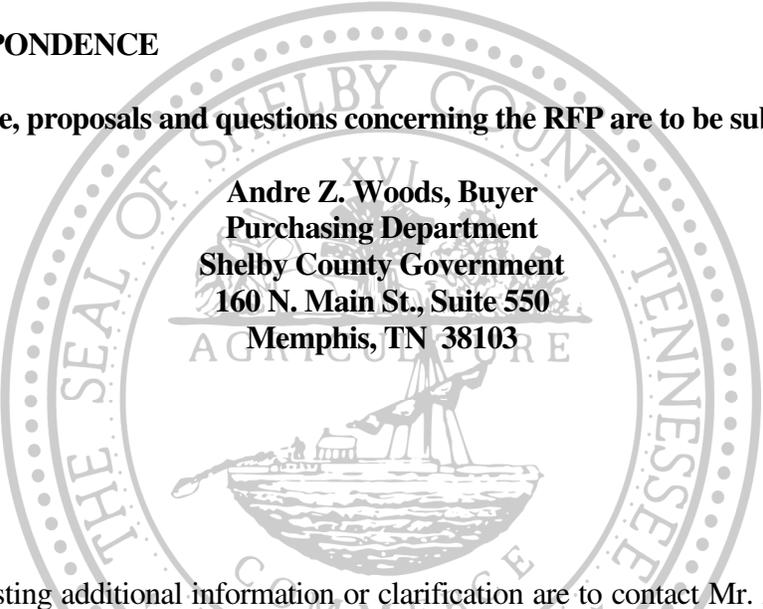
**Please Note:** As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.

You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link “Vendor Registration”. 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) 222-2250 or the EOC Administration at (901) 222-1100.

### III. CORRESPONDENCE

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

The seal of Shelby County, Tennessee, is a circular emblem. It features a central illustration of a steamship on a body of water. Above the ship, the text 'THE SEAL OF SHELBY COUNTY TENNESSEE' is written in a circular path. Below the ship, the word 'AGRICULTURE' is visible. The seal is rendered in a light gray, semi-transparent style.

**Andre Z. Woods, Buyer  
Purchasing Department  
Shelby County Government  
160 N. Main St., Suite 550  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Mr. Andre Z. Woods in writing at [Andre.Woods@shelbycountyttn.gov](mailto:Andre.Woods@shelbycountyttn.gov) 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 April 1, 2013 by 12:00 p.m. (CDT).*** 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 posted on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the cut-off date.

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 **April 11, 2013 @ 3:00 p.m. (CDT)**. 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><u>Wednesday, March 6, 2013</u></b>
<b>Proposal Due Date</b>	<b><u>Thursday, April 11, 2013 by 3:00 pm</u></b>
<b>Notification of Award</b>	<b><u>May 2013</u></b>

The County may reproduce any of the Consultants' proposals 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 proposal arrives 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 sixty (90) calendar days from the due date unless otherwise qualified.

#### **G. Disclosure of Proposal Contents**

Provider 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 (LOSBS) 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 (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 contractor to include locally owned small business subcontractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor 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 five-tenths 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 County requires the services of an accounting/auditing or consulting firm to produce a fiscal 2013 Cost Allocation Plan for the County.

### **B. Scope of The Contract**

The County wishes to engage in a contractual relationship with the best-qualified consultant selected through a competitive process that will work well with the County's personnel in producing the Plan. The County's Accounting Department will prepare various account analysis and reconciliations required by the consultant to perform the Services. The schedules to be provided by the County (PBC Schedules), and the due dates for the PBC Schedules, will be negotiated by the selected Consultant and the County's Finance Department Controller and assigned Accountant.

### **C. Project Time Frame**

The contract term will begin July 1, 2013 through June 30, 2014. This contract has an option to renew for four (4) additional one year periods, July 1, 2014 through June 30, 2015, July 1, 2015 through June 30, 2016, July 1, 2016 through June 30, 2017, and July 1, 2017 through June 30, 2018, with the same terms and conditions and satisfactory performance of all criteria. The Consultant 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 bidder 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. Please contact the EOC Administration @ 901-222-1100 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 THE CONTRACT**

### **1. Purpose**

To select the best-qualified accounting/auditing professional or consulting firm to produce the Plan and award a County-approved contract for professional services to perform the services and to satisfactorily complete all activities associated with the services.

### **2. Services Required**

The selected firm or consultant shall furnish all expertise, labor and resources for the provision of the services in accordance with (i) all applicable federal, state and local laws and regulations, including all applicable accounting standards, and (ii) the professional standards of skill, care and diligence adhered to by reputable, first-class accountants/auditors or cost consultants performing services of the same and

similar nature and similar complexity to the services described in this RFP. Specifically, the Proposer will be required to:

- a. Conduct examinations and issue reports in accordance with OMB Circular A-87 and all applicable technical standards and requirements.
- b. Do a review of the County's preliminary financial statements for the fiscal year and issue a Cost Allocation Plan acceptable to the County on or before October 1 following the County's fiscal yearend (June 30 of each year) for review and comment. Issue a final Cost Allocation Plan acceptable to the County on or before October 15.
- c. Do a separate review of the County's Health Department financial statements for the fiscal year and issue a Cost Allocation Plan acceptable to the Health Department Administration on or before November 1 following the County's fiscal yearend (June 30 of each year) for review and comment. Issue a final Cost Allocation Plan acceptable to the Health Department on or before November 20.
- d. Meet with County Finance, Division administration and Elected Official administration to review all data submitted, all basis on which allocations are made and the final results to determine the reasonableness of the basis and results.
- e. Utilize industry experience and knowledge of other governmental cost allocation plans to advise County officials of any other services that should be considered or implemented to achieve the goals of this RFP.

### **3. Fee Structure**

The contract will include both the maximum fee for each year's annual and hourly rates for each classification. Special projects or audits requested by the County will be paid at the same hourly rates. If hourly rates differ for each year of the four-year contract, the proposal should so state. Auditors will provide Finance with the monthly billing information by classification, containing monthly and cumulative hours of service.

## **X. CONTRACT REQUIREMENTS**

The successful Proposer 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 Consultant 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. Consultant's Personnel. The Consultant 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 Consultant. The Consultant 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 Consultant 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 consultant, or any of the consultant's employees or agents, are the agents, representatives, or employees of the County. The Consultant will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Consultant as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant 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 Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Consultant 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 Consultant for services performed shall be on the Consultant'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 Consultant 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 Consultant has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

- (iii) The Consultant 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 Consultant's assets.
- (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Consultant for Consultant'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 Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- (d) All work accomplished by Consultant 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 Consultant 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 Consultant and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Consultant 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 Consultant from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or sub-Consultants. 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 Consultant 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 Consultant 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-Consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, 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 Consultant 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. (a) 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 or have been at any time during the period of the Contract in the employ of the County.

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from Contractor for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Contractor's services or operations provided to County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant 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 Consultant 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 Consultant 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), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Consultant 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 Consultant 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 Consultant 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 Consultant 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 consultant 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 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 Consultant 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 Consultant, Consultant 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 Consultant 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) Consultant 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 Consultant 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 Consultant, any provision of any indenture, agreement or other instrument to which the Consultant is a party, or by which the Consultant'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. Consultant warrants to County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the services. The Consultant shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The

Consultant 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 Consultant 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 Consultant under this Contract, regardless of whether they are proprietary to the Consultant or to any third parties.

## **B. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

1. Responsibilities For Claims And Liabilities. (a) Consultant 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 Consultant its sub-Consultants, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Consultant expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant 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 Consultant or its sub-Consultants in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Consultant 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 Consultant as a result of or relating to obligations under this Contract.

(e) Consultant 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 Consultant or its sub-Consultants regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) *NOTE:* The County, by state law, cannot indemnify another party for its or any other party's actions. The County will hold the Consultant harmless from damages

resulting from intrusions or a breach of the security system by a third party. A Consultant should not respond to this RFP if it is unable to contract without a contractual indemnity from the County.

2. Insurance Requirements. Consultant shall maintain coverage with limits of no less than:

- a) *Commercial General Liability Insurance* - \$1,000,000 limit per occurrence bodily injury and property damage premises-operations/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The insurance shall include coverage for the following:
  - i) Premises/Operations
  - ii) Products/Completed Operations
  - iii) Contractual
  - iv) Independent Contractors
  - v) Broad Form Property Damage
  - vi) Personal Injury
- b) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- c) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.
- d) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate. Should provider carry "claims made" insurance, the provider must purchase a "tail" to cover claims made through the statute of limitations.

***Other Insurance Provisions***

- 1) *Commercial General Liability and Automobile Liability Coverages*
  - a) Shelby County Government, its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to Shelby County Government, its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees.

- b) The Contractor's insurance coverage shall be primary insurance as respects the County, its elected officials, appointees, employees, its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees. Any insurance or self-insurance maintained by the County, its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees shall be excess of Contractor's insurance and shall not contribute with it.
  - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Shelby County its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees.
  - d) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) *Workers Compensation and Employers' Liability and Property Coverages*  
The insurer shall agree to waive all rights of subrogation against Shelby County Government, its elected officials, appointees, employees, volunteers and members of its boards, agencies, commissions and committees for losses arising from activities and operations of Contractor in the performance of services under this Agreement.
- 3) *All Coverages*
- a) All policies will provide for 30 days written notice to Shelby County of cancellation of coverage provided; ten (10) day notice applicable to nonpayment 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.
  - b) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) *Acceptability of Insurers*

Insurance is to be placed with Tennessee admitted insurers rated A-: X or better by *A.M. Best's* rating service or as approved by Shelby County's Insurance Specialist.

5) *Verification of Coverage*

Contractor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences. Shelby County may at its discretion, request a certified copy of any insurance policy required under any contract or agreement.

6) *Subcontractors*

Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein or ensure that their subcontractors meet the minimum requirements for insurance specified herein.

7) *Defense, Indemnification and Hold Harmless Agreement (Contracts for Services)*

Contractor shall indemnify, defend, save and hold harmless Shelby County Government, 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 Services hereunder, whether performed by the Contractor its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

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 Shelby County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

Shelby County has no obligation to provide legal counsel or defense to Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against Contractor as a result of or relating to performance of the Services under this Contract.

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

Contractor shall immediately notify Shelby County of any claim or suit made or filed against Contractor or its subcontractors regarding any matter resulting from or relating to Contractor's performance of the Services under this Contract and will cooperate, assist and consult with Shelby County in the defense or investigation thereof.

### C. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder the Consultant agrees to permit duly authorized agents and employees of the County, to enter Consultant'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 Consultant 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 (CDT) on April 11, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide 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 must be sealed and marked with the Proposer's **NAME** and **“COST ALLOCATION SERVICES”, RFP #13-002-51”** with the **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 being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

## **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 a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. **Comprehensive Response**  
**This portion of the proposal must address each item listed below by submitting your proposal that includes the following information:**

- a. A statement that the proposal is being submitted in response to the Request for Proposal - Cost Allocation Services (Fiscal Years 2013 - 2018), RFP# 13-002-51.
- b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that:
  - (i) The Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
  - (ii) All declarations in the proposal and attachments are true to the best of reasonable knowledge;
  - (iii) All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
  - (iv) The offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
  - (v) All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

### **3. Cost and Fees**

- a. Provide the applicable itemized fees and any commissions included in the proposal for the Services.
- b. Explain any assumptions or constraints in a price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

### **FEE STRUCTURE**

**The contract will include both the maximum fee for each year's annual and hourly rates for each classification. Special projects or audits requested by the County will be paid at the same hourly rates. If hourly rates differ for each year of the four-year contract, the proposal should so state. Auditors will provide Finance with the monthly billing information by classification, containing monthly and cumulative hours of service.**

#### **4. Experience**

- a. Describe the experience the Proposer has in cost allocation services in the state of Tennessee and with counties of similar size in other states.
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;
- c. Briefly describe the experience of Proposer's key staff that will be working on any part of the project.
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- f. Resume of each employee engaged in the services, including the roles of each and an overview of their previous experience with similar projects. **OPTIONAL**

#### **5. 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 or email address.

#### **6. Additional Information**

- a. A description of any other resources available to the proposer that will be useful in providing the Service.
- b. A description of the methods used by the proposer to measure the satisfaction of its clients.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

### **XI. 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 – 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 proposers.

All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- a. Ability to provide services in a timely manner (including, but not limited to, providing sufficient personnel. Licensing, certification, calculations, cost estimates and all such services needed for the full completion of the Services.
- b. Fees (including any additional charges or fees.)
- c. Experience on similar projects.
- d. Understanding of the Services required by the County.
- e. Quality and responsiveness of the proposal;
- f. Demonstrated competence and professional qualifications;
- g. Recent experience in successfully performing similar Services;
- h. Proposed approach in completing the Services;
- i. References;
- j. Background and related experience of the specific individuals to be assigned to this project;
- k. Time frame for completion; and
- l. Proposed cost to Shelby County Government.

Please organize your proposal to specifically address each of the above areas to facilitate our evaluation of your proposal.

**Note: All requirements and services outlined in Section II – Minimum Requirements and Section IX – Purpose/Scope of Work must be addressed in the proposal.**

3. Oral Presentation - The Shelby County Government reserves the right to interview, or requires 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 an Proposal in response to this RFP may be asked 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 Deputy 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.