



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: May 8, 2013

Due: May 24, 2013 no later than 4:00 P.M. (Central Standard Time)

RFP # 13-005-81

Treasury Management Software System
Shelby County Trustee's Office

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide a Treasury Management Software System to the Shelby County Trustee's Office. The RFP is located on the County's website at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."

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 the Administrator of Purchasing **no later than 4:00 p.m. on May 24, 2013**. Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103**

The package containing the original copy (clear identified as original) six (6) copies and a digital CD of your proposal must be sealed and marked with the Proposers name and "**Treasury Management Software System, RFP # 13-005-81**" noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Shelby County Government
Purchasing Department

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The following were submitted as attachments to the RFP

EXHIBIT A – VENDOR BACKGROUND INFORMATION AND QUESTIONS

EXHIBIT B – SYSTEM SPECIFIC QUESTIONS

APPENDIX i – INVESTMENT POLICIES

APPENDIX ii – AUTHORIZED INVESTMENT TYPES BY STATUTE

APPENDIX iii – 2012 ANNUAL TRUSTEE REPORT

APPENDIX iv – G/L CHART OF ACCOUNTS

APPENDIX v – STRUCTURE OF BANK ACCOUNTS

APPENDIX vi – DAILY BANK DOWNLOAD PROCESSES

APPENDIX vii – DOUBLE O DAILY RECON REPORT

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

The Shelby County Trustee's Office (the "County"), is seeking proposals from interested and qualified firms to furnish and install a Treasury Management Software System (the "Services") for its Treasury Management Division. This Request Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where a successful candidate(s) will be selected and invited to enter into a contractual relationship with Shelby County to provide and install a Treasury management software system. The successful candidate will also provide upgrades and maintenance for the life of the software or until Shelby County Government deems it necessary to discontinue the software.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have sufficient staff or sub-consultants experienced in building and maintaining a Treasury Management Software system.
2. Have sufficient support & warranties for the Treasury Management Software system that they are bidding
3. Have all appropriate licenses and certifications required in the State of Tennessee to perform the services.
4. **Apply** and **qualify** for Equal Opportunity Compliance (EOC) certification number **prior to submitting your response. Please see item "J", page 10 for EOC certification instructions.**
5. Adhere to the requirements of the "Living Wage Ordinance #328," Section VI, Item H.
6. Adhere to all Title VI requirements and provide proof/documentation if necessary.
7. A written statement of compliance to Title VI and the Living Wage.
8. Provide a written statement stating the ability to provide a Performance Bond in amount of 100% of the total cost of services, if selected for the resultant contract.
9. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, know as the "Tennessee Lawful Employment Act (effective date of 1/1/2012). 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 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) 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:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 222-2251**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@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 Friday, May 17, 2013 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 **Friday, May 24, 2013 at 4:00 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.

Request for Proposals Released	Wednesday, May 8, 2013
Proposal Due Date	Friday, May 24, 2013 by 4:00 PM
Notification of Award	June 2013
Services to Commence	Immediately upon execution of the contract

The County may reproduce any of the Proposers 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 one hundred twenty (120) calendar days from the due date unless otherwise qualified.

G. 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 (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 sub-contractors 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 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.

H. 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*).

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

I. Non-Discrimination and Title VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or 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 non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

J. EOC REQUIREMENTS

SHELBY COUNTY GOVERNMENT OFFICE OF EQUAL OPPORTUNITY COMPLIANCE CONTRACT COMPLIANCE PROGRAM INSTRUCTION TO BIDDERS

Consistent with Article V, Section 5.13B(5) and (6) of the Home Rule Charter and the Shelby County Board of Commissioners, Resolution 9, adopted November 5, 2012, the Office of Equal Opportunity Compliance has developed a Contract Compliance Program for Shelby County Government.

You are advised that the following procedures have been instituted in order to fulfill these responsibilities.

- A. All firms, regardless of number of employees must PRE-Qualify for an EOC Contract Compliance Eligibility Number PRIOR to submission of a bid for a contract.
- B. TO RECEIVE AN EOC CONTRACT COMPLIANCE ELIGIBILITY NUMBER, THE FOLLOWING STEPS MUST BE TAKEN AT LEAST 30 DAYS PRIOR TO BID OPENING. IN THE EVEN THAT A BID OPENING IS SCHEDULED FOR MONDAY OR THE DAY FOLLOWING A HOLIDAY, ALL MATERIALS MUST BE RETURNED TO THIS OFFICE 30 DAYS PRIOR TO THE LAST WORKING DAY.
 1. Secure a Contract Compliance Packet fro EOC in Room 501, 160 North Main Street. For information and assistance in these procedures, contact the Contract Compliance Officer.
 2. Return requested information to EOC by the time specified in Item B above, for review of compliance with standards of Resolution 9.
 3. Secure a Contract Compliance Certification Number.
 4. Mark your firm's Eligibility Certification Number on each bid envelope submitted.

For VENDORS, unless stipulated on the Contract Eligibility Report, certification numbers are valid for a period of THREE YEARS, after which further review will be necessary. THE FIRST THREE/FOUR DIGITS OF ELIGIBILITY NUMBER INDICATE THE MONTH AND YEAR OF EXPIRATION. (i.e., EOC-VS-0410-####)

Please feel free to call our office at (901) 222-1100 for any assistance you may need as we implement this phase of Shelby County Government's Equal Opportunity Compliance Program.

VII. GENERAL REQUIREMENTS AND INFORMATION

Company Overview

The Shelby County Trustee is a County chartered officer with duties mandated by the laws of the State of Tennessee. Currently the Shelby County Trustee is David Lenoir. The Trustee's main office is located at 157 Poplar Avenue, Memphis, TN 38120. The Trustee also has two additional staffed offices in Millington and Arlington. The Trustee's website is www.shelbycountystate.com.

The Trustee serves as the treasurer for Shelby County with four primary functions:

1. Banker

- a. The Trustee coordinates banking services for approximately fifteen different county offices, including various elected officials and the Shelby County Board of Education.

2. Investor

- a. The Trustee's investment portfolio averages \$430 million.

3. Tax Collector

- a. Shelby County's primary source of revenue is ad valorem property tax. The Trustee is responsible for collecting approximately \$1 billion in taxes annually.

4. Accounting and Reporting

- a. By statute the Trustee is required to account for, allocate and disburse funds received by the county including monthly state and local sales tax distributions received from the State. In 2012 total gross receipts processed by the Trustee's office were over \$3.3 billion dollars. (See 2012 Annual Report in Exhibit A)

Organizational Structure

The Trustee has two staff members with primary duties related to treasury management. The first is an analyst who on a daily basis is responsible for preparing a packet which forecasts incoming deposits, tax allocations, disbursements and wires along with the current account balances for each of our accounts. The analyst is also responsible for keying any wires and/or ACH transactions. The second staff member, the treasury manager is then responsible for reviewing and approving this packet along with any wires and/or ACH transactions for the day. There are a number of others who use the system occasionally as backup. Currently most of the integration with the Trustee's general ledger is accomplished manually. However with the purchase of a treasury management system most of the integration should be automated along with downloading bank account detail, in-house transfers between accounts and funding controlled disbursements.

Although the Trustee manages the county's investments the county's finance department handles the debt issuance and tracking. Debt management will not be included during the initial implementation phase but at some point this module could be utilized by 1-2 county personnel.

The county's finance department is not a part of the Trustee's office and is located at separate facilities; however, the Trustee's office does monitor debt and debt payment requirements for cash forecasting purposes.

The Trustee's investment activity is standard in the marketplace with no foreign exchange activity. Appendix iv is provided to outline the Trustee's account structure and Appendix v for a chart of banking structure.

Functional Overview

One of the key factors in selecting a software provider is the software's ability to provide automation of our current manual processes. This automation is key to eliminating the need for multiple people to pull in the same information for different uses. Furthermore, additional automation should improve controls, reduce the risk of human error and allow for reallocation of resources.

The Trustee also has 50 interest-bearing accounts that are held with our Local Government Investment Pool (LGIP) for liquidity and tracking purposes. Consolidation of these accounts into a more meaningful and manageable number should reduce the need for repeated manual intervention and labor. Also, interest earnings can be allocated to each account using a daily fund balance on the general ledger rather than using cash in an account at LGIP.

Another key factor in the decision process is the software's ability to provide automation and work flow to monitor compliance with numerous policies and procedures triggered from state, local statutes and internal guidelines.

The Trustee's existing treasury management process includes a combination of web based services which provide data that is then manually keyed into Excel worksheets. Cash management services are provided by two banks via website services—Regions and Bank of America. Both banks websites are accessed to pull statements and key wires and ACH's. LGIP is also accessible by website to move money between accounts or out of the fund entirely. LGIP has the ability to provide faster liquidity. Excel spreadsheets are updated on a daily basis and used to track fund movements. The daily movement of funds is executed by the Treasury Analyst and released by an Approver. The Treasury analyst will originate the wires and transfers with a second person approving.

Currently each day users log into the website of both banks in order to extract and print statements. The information is handed off and input into excel spreadsheets which are linked and pull in updated daily account balances. After the information is collected, a preliminary estimate is made on the accounts/funds impacted by the day's cash requirements. A decision is then made on the overnight placement of funds depending on the need for interest earnings versus earning's credit at the Trustee's depository institutions.

The primary account used in forecasting is the county's General Fund. Cash inflows and outflows in the general fund are tracked on a separate spreadsheet using historical data along with projected revenue and expenses. We would potentially have a second account for which we would begin forecasting in the same manner.

The Trustee tracks investments using Excel spreadsheets. In addition, investment maturities and significant investment events are added to a monthly calendar created in Microsoft Word and is made available in the office and off-site for disaster recovery purposes.

A large portion of the Trustee's investments are held at LGIP with interest reported before the 10th of each month and booked manually into an Excel spreadsheet followed by a journal entry.

The remaining investments are monitored using Excel with a monthly recap in the form of a report packet designed for management and other internal users to review on the 10th of each month. These reports are created using Microsoft Excel, Word or Access.

Bank account management is handled by the Trustee's accounting department. Bank statements are pulled from the bank's website as well as a Fed File containing detail of controlled disbursements. The Trustee uses both positive pay and payee positive pay to monitor bank accounts disbursements. Additionally ACH debits are monitored for unauthorized activity with email alerts to Trustee staff for review.

Accounting staff monitors all bank accounts on a daily basis and reconciles monthly. Most of the bank activity is extracted daily and used to create Trustee generated "bank statements" for each of the county offices that bank with the Trustee. Finally, accounting staff reviews analysis statements to compare actual charges to bid prices. .

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Provider selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical. The Contractor must be prepared to begin the Services within 30 days following receipt of the Notice to Proceed.

C. Project Time Frame

The initial three year contract term will begin immediately upon execution of the contract through June 30, 2014 with the option to renew for two (2) additional one (1) year periods beginning July through June with the same terms and conditions and satisfactory performance of all criteria. Shelby County may extend the contract on a year-to-year basis if it appears to be in the best interest of the County and is agreeable with the Provider. The Provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County and perform all services indicated in the proposal in compliance with the negotiated contract.

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.

E. Selection Criteria

Each response will be evaluated on the criteria outlined in Section XII of this document. Each respondent 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 @ 901-222-1100 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

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 qualifications criteria as deemed by the County and as determined by the selection committee and the County Mayor.

IX. PURPOSE

To select the best-qualified firm County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services. The selected provider will be expected to create and maintain a functional Treasury Management System capable of meeting the current and future demands of the Shelby County Trustee's Investment Division.

A. Services Required – General Information

- 1. Business Problem/Project- The treasury management department depends on Microsoft Excel, Access and Word for recording investments and interest earnings. This process is time-consuming and is open to keying errors. Some of the more important functionality desired is:
 - Automatic polling of bank information to populate balances, disbursements and deposits to provide a more efficient ability to determine cash position
 - Automation of creating a current day cash position including forecasted cash inflows and outflows from a cash forecasting module
 - Automated General ledger interface and creation of journal entries
 - Minimize the number of accounts necessary at LGIP while still giving interest earnings credit based on 50 fund balances within the accounts

- Ability to incorporate a debt management module that is either a standard component of the software or an add on module.
- Automation of obtaining end of month market values to compare to cost
- Automated monitoring of investment activities such as calls, change in rates, etc.
- Automation of ACH creation while allowing user defined authorized personnel to edit those ACH based on funding adjustment.
- Import of a minimum of two years of historical data for cash forecasting purposes

The selected Provider shall also provide the following:

- Project management
- Training
- Consulting
- Implementation
- Technical assistance
- Full integration with general ledger
- Interface with Trustee's banking institutions
- Reporting of any and all issues or variances as soon as discovered to the Shelby County Trustee's Office
- Change control procedures as stipulated
- Initially load and configure the software
- System and user documentation
- Maintenance, support, and upgrades to the system
- On-line help
- Data import/export capability
- Weekly status reports on progress as well as detailed reports as phase milestones are reached, including accomplishments, issues/areas of concern, corrective action, and planned activities

2. Operational Environment

Hardware/Software: - The proposed software solution must be compatible with the Trustee's Office operating environment as described below.

SAN	EMC VNX5300
Production Servers	HP Proliant DL580 clustered server
Virtual Servers	VMWareHP Proliant DL360
Database	STAR SQL 2008 R2 & Windows Server 2008 R2
Desktops	3.4 GHZ duo processors or above with minimum of 4 GB of RAM
Operating System	Windows XP SP3or WIN 7
Office Software	Office 2007 /2010
Remittance	RTLawrence First, First View, and Quick Clear
Maintenance	All under current maintenance contracts

Accounting Reporting	Microsoft Dynamic Great Plains 10.0 SQL Reporting Services 2005;Crystal Reports version 8.5 for tax notices and receipts
Budget Forecasting	FRX 6.0 and Forecaster 7.0 SP2
Document Imaging	Ascent Capture 7.50
Website	www.shelbycountytrustee.com hosted by Civic Plus; interfaces directly with STAR SQL database via iFrames back to www.sct.shelbycountytrustee.com

B. Specific Services and Requirements

The successful proposal will outline a system that will best meet the attached requirement questions and requests for information (Exhibits A and B) and below training and implementation plan (item C)

C. Training and Implementation Plan

At a minimum, the vendor must supply user documentation, on-site training, project management, consulting and technical support as required by the Shelby County Trustee's Office. Any warranty provided by the vendor including on-site software installation and training, telephone support and software upgrades must be clearly stated. The vendor must be capable of providing on-going technical support to the Shelby County Trustee's Office. A summary of the technical support offered, and fees for this technical support after the initial warranty period, must be listed as an option.

Please provide the following information:

1. A proposed training and implementation plan with a schedule of activities including durations, milestone dates and dependencies for each activity
2. A staffing plan including a list of personnel that will be assigned to the project with qualification and experience
3. A description of how programming problems identified by the Trustee will be reported and resolved. Include guaranteed response time and guaranteed resolution time.
4. A description of how software updates are communicated and deployed to the end users including time frames of pre-notification, deployment and final resolution of customer related issues.
5. Describe any pre-implementation assistance with offering alternatives for improvement of treasury management workflows.

X. CONTRACT REQUIREMENTS

The successful Proposers 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 Provider 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. Provider's Personnel: The Provider 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 provider. The Provider 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 provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider 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 County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider 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 Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider 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 Provider 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 Provider 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 Provider has subcontracted, assigned, delegated, or transferred its rights, obligations, or interests under this Contract without the County's consent or approval.
 - (iii) The Provider 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 Provider's assets.
- (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider'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 Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
 - (d) All work accomplished by Provider 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 Provider 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 Provider 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 Provider 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 Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. 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 Provider 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 Provider 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-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, 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 Provider 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 Provider will not engage on a full, 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 Consultant 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 Consultant'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 Provider 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 Provider is assumed 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 Provider 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 Provider 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 Provider 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 Provider 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) Provider 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 Provider shall take affirmative action to utilized 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 Provider, Provider 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) Provider 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 Provider 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 Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider'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 asset

24. Warranty: Provider warrants to 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 Provider 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 Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.
26. Provider Responsibilities.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider 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 Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
 - (b) Provider 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 Provider or its sub-providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against Provider 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 Provider as a result of or relating to obligations under this Contract.
 - (e) Provider 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 Provider or its sub-providers 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)The Provider shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, and TN38103 of cancellation or changes in any of the insurance coverage required.

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

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN \$1,000,000

Minimum Limits of Insurance

Consultant/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance- minimum of \$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 and employees, shall be named as additional insured. The insurance shall include coverage for the following:*
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual
 - d) Independent Contractors
 - e) Broad Form Property Damage
 - f) Personal Injury
- 2) *Business Automobile Liability Insurance –minimum of \$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
- 3) *Workers Compensation and Employers' Liability Insurance - Workers Compensation and Employers' Liability Insurance–Workers Compensation coverage 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. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Policy will include waiver of subrogation in favor of Shelby County Government.*
- 4) *Technology Errors & Omissions Insurance - minimum of \$1,000,000 per claim or occurrence/\$2,000,000 annual aggregate. Coverage to include (1) product failure, (2) error or omission, (3) security failure, (4) professional liability, and (5) personal injury.*

5) **Performance Bond**- The agency shall obtain and keep in effect during the term of the Contract and for a period of ninety (90) days thereafter, a surety bond from a company authorized to do business in the State of Tennessee and approved by the County in a form approved by the County in the amount of 100% of the contract value, guaranteeing performance under the Contract and payment to the County of the monies due the County under the Contract.

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/Consultant will provide immediate notice to Shelby County.

All insurance policies maintained by the Proposer/Consultant 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 Provider agrees to permit duly authorized agents and employees of the County, to enter Provider'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 Provider 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 Proposers 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 4:00 PM, Friday, May 24, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposers agree 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 (clearly identified as original) six (6) copies and a digital CD of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers name and **“RFP # 13-005-81, Treasury Management Software 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 bid 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 attachments and exhibits to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationery, 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).
 - d. Refer to Exhibits A and B and respond as requested.

3. Cost and Fees
 - a. Provide a complete price schedule for your products and services.
 - b. Provide a list of the modules, with corresponding prices, that are required to replicate our current cash management system. Can modules be purchased a la carte? What modules are required to run the system?
 - c. Provide a list of the modules, with corresponding prices, that are required to accommodate the enhancements described in this RFP.
 - d. Provide a list of modules, with corresponding prices, for the system you recommend based on your understanding of our requirements. Discuss any differences between our request and your recommendation.
 - e. Provide a full listing of all proposed software, hardware and implementation costs.
 - f. Outline service and technical support for a period of 5 years.
 - g. Provide annual maintenance/support costs and hours (CST) available for support.
 - h. Describe the purchase options available for the solution, i.e., hosted versus site based.
 - i. Provide a copy of the software's user agreement and/or licensing agreement as required.
 - j. Specify the payments required upon signing the contract.
 - k. List the percentage increase in maintenance fees over the last five years.
 - l. Are there fees for training or technical support? If so, are they fixed or hourly?
 - m. How is implementation billed? By fixed price or by the hour? Are there travel or other expenses?
 - n. How many training days are included in the base price? What is the cost for additional training?
 - o. Is there tiered pricing depending on the number of users?
 - p. How are polling bank lines charged?
 - q. How are consulting services charged?
 - r. Will your company commit to a percentage cap in fees thereafter? If so, what is the cap?
 - s. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-contractor working in conjunction with your organization on the project).
 - t. Explain any assumptions or constraints in a price proposal to perform the services.
 - u. Explain any additional charges or fees in the proposal.

- v. Provide a full listing of proposed costs detailed by module.
- w. Provide a full listing of all required software, hardware and implementation costs.
- x. Outline service and technical support for a period of 5 years.
- y. Provide annual maintenance/support costs and hours (CST) available for support.
- z. Describe purchase options available for the solution
 - aa. Provide a copy of the software's user agreement and/or licensing agreement as required.

4. Experience of the Respondent – please refer to and complete Exhibit A

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.

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.

6. 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 Proposers 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 assembled by the Shelby County Trustee’s Office, which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications of personnel.
 - ii. Ability to present a clear understanding of the nature and scope of the project.
 - iii. Project methodology.
 - iv. Previous experience with similar projects.
 - v. Cost to the Shelby County Government as outlined in the budget estimate.
 - vi. Time frame for completion.
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 Proposers 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 Proposers. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposers 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 Proposers.

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. The contents of the proposal of the successful Proposers 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 Proposers fees and scope of work or utilize their own resources for such work.