



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 31, 2013

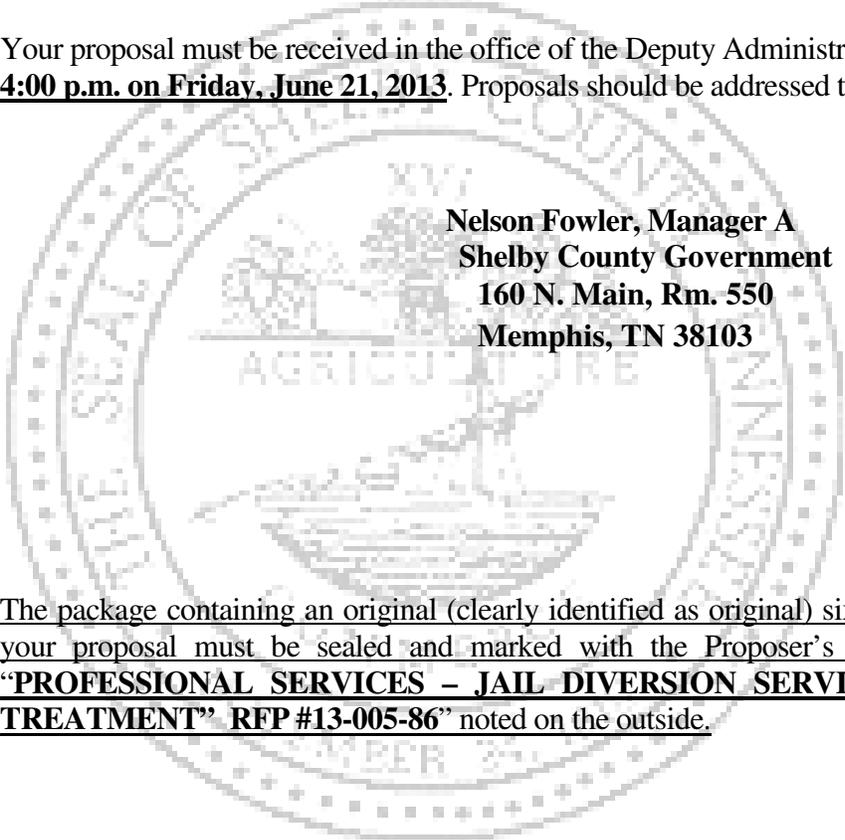
Due: June 21, 2013 no later than 4:00 P.M. (Central Standard Time)

RFP #13-005-86
Professional Services
Jail Diversion Services – Mental Health Treatment

Shelby County Government is soliciting written proposals, on a competitive basis from qualified professionals to provide jail diversion support for persons with serious mental illness. Information regarding this RFP is located on the County's website at 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 the Deputy Administrator of Purchasing **no later than 4:00 p.m. on Friday, June 21, 2013**. Proposals should be addressed to:

The seal of Shelby County, Tennessee, is a circular emblem. It features a central figure of a plow, symbolizing agriculture, with the word "AGRICULTURE" written below it. The seal is surrounded by the text "THE SEAL OF SHELBY COUNTY, TENNESSEE" and the Roman numeral "XVI" at the top.

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

The package containing an original (clearly identified as original) six (6) copies and a digital CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "PROFESSIONAL SERVICES – JAIL DIVERSION SERVICES – MENTAL HEALTH TREATMENT" RFP #13-005-86" noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Purchasing Department Shelby County Government

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- The seal of Shelby County, Tennessee, is a large, faint watermark in the background. It is circular with a double border. The outer border contains the text 'SHELBY COUNTY, TENNESSEE' at the top and 'NOVEMBER 24, 1810' at the bottom. The inner border contains the Roman numeral 'XVI'. In the center of the seal is a landscape scene with a river, trees, and a building.
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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.

I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified behavioral health professionals to provide post-booking jail diversion services for persons with serious mental illness. The services sought will comprise the primary infrastructure of the **Jericho Project**, a resource coordinated through the Division of Community Services. This Request for Proposal (“RFP”) is being released to invite interested and qualified Providers 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 Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicated otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Have a minimum of two (2) years experience as a licensed mental health and/or substance abuse treatment provider.
2. Demonstrate established case management resources.
3. Demonstrate the ability to deliver culturally competent behavioral health services.
4. Have the capacity to assess persons for Medicaid, State-only and other service eligibility.
5. Possess the minimum insurance requirements (**MANDATORY, please review closely**).
6. Apply and qualify for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration.
7. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
8. A written statement of compliance to Title VI and The Living Wage Ordinance must be provided with your response. Please see page 10, Item "I" for Living Wage Ordinance.
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).
Proof and documentation of employment eligibility must be included with the proposal.

1. Provide proof of the minimum insurance requirements (**MANDATORY, please review closely**).

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

You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

- Click on “DEPARTMENT” at the top of the Home Page
- Click on “Departments P-Z”
- Click on “Purchasing Department”
- Click on “Conducting Business with Shelby County” in the upper left corner
- Click on the “Vendor Registration” link at the bottom

Please download the application instructions and read thoroughly prior to accessing the application. (*Applications for a vendor number are to be submitted online only.*)

Equal Opportunity Compliance (EOC) Number (EOC Administration Office)

- Click on “DEPARTMENT” at the top of the Home Page
- Click on “Departments A-E”
- Click on “Equal Opportunity Compliance (EOC)”
- Click on “Contract Compliance Program” in the upper left corner
- Click on the “Contract Compliance Packet” link in the middle of the page

Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

If you have any questions regarding the applications, 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**

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 June 14, 2013 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

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.

Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at www.shelbycountyttn.gov within 48 hours of the above cut-off date.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **June 21, 2013 @ 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	Friday, May 31, 2013
Proposal Due Date	Friday, June 21, 2013 by 4:00 p.m. (CST)
Notification of Award	July 2013

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

VI. PROPOSAL CONDITIONS

a. Contingencies

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

b. Modifications

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

c. Proposal Submission

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

d. Incurred Costs

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

e. Final Authority

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

f. Proposal Validity

Proposals submitted hereunder will be firm for at least one hundred twenty (120) calendar days from the due date unless otherwise qualified.

g. Disclosure of Proposal Contents

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 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. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

h. LOSB

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC

shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

(ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (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 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

Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

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.

j. 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.

VII. GENERAL REQUIREMENTS

a. Background

The Jericho Project is Shelby County's jail diversion initiative for persons with serious mental illness (e.g. schizophrenia, bipolar disorder, major depression) and co-occurring substance use disorders. The project coordinates supervised community release options for all divisions of criminal court, linking defendants from detention to community treatment resources. Most persons released through the Jericho Project are under court-ordered supervision provided by a separate state or county agency.

The purpose of the initiative is to provide comprehensive, recovery-oriented transitional case management services for persons released from detention to facilitate successful linkage to mainstream public services and supports. Services are based on an intensive forensic case management model, which includes client engagement and assessment, transition planning and linkage coordination, treatment, relapse interventions and transportation. General guidance regarding jail diversion strategies and additional information regarding the Jericho Project is available in *Practical Advice on Jail Diversion: Ten Years of Learning from the CMHS National GAINS Center* (2007).

The Jericho Project provides comprehensive transitional case management services for persons who are psychiatrically stable. Transitional case management continues until the individual is successfully linked to mainstream public services and supports, usually through state-funded Medicaid resources. More than 70% of these individuals suffer from co-occurring substance use disorders, and there is a high prevalence of trauma, heightened medical need, and homelessness. This RFP envisions an interdisciplinary team to provide comprehensive services to 80 persons over the course of an annualized contract period. These services include linkage planning, transitional case management, intensive outpatient treatment, relapse intervention treatment, and transportation.

Requests for jail diversion services originate from multiple referral points in the justice system and are managed through a roundtable staffing ("Jericho Roundtable") which meets weekly with key agencies from Shelby County government. Most referrals for jail diversion services are persons with serious mental illness who are receiving prescription psychotropic medications on a voluntary basis while in custody. Seventy-four percent (74%) of these individuals suffer from co-

occurring substance use disorders. The initiative is a voluntary program and all jail diversion candidates execute releases to facilitate the transition planning process. A primary goal of the Jericho Project is to successfully link persons to mainstream community based services that will support long-term recovery and reduce criminal justice recidivism, both in frequency of arrest and in length of confinement.

b. Scope of 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. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed

c. Project Time Frame

The term of the contract will began upon the execution of the contract and will end June 30, 2014 with the option to renew for an additional three (3) one (1) year periods beginning July 1 through June 30 with the same terms and conditions. The successful 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.

e. Selection Criteria

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

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

To select the best-qualified evaluator and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

Required Services (Scope of Work)

*(You must clearly demonstrate in detail your ability to meet or exceed
all of the services/items outlined below)*

Scope:

- The Proposer should demonstrate past experience serving individuals in the interface between criminal justice and behavioral health systems, and describe special or unique training staff members have received for the target population.
- Shelby County is particularly interested in securing the services of a provider that can offer a continuum of care such as outpatient, intensive outpatient, and other support services. While the services under this contract include case management, some candidates may require supplemental and/or step down services. As many of the individuals served will be Medicaid eligible, a provider who is contracted to bill for Medicaid services is required under this contract.

Required Services:

- Provide an interdisciplinary team of fulltime staff (“*recovery support specialists*”) plus ancillary resources to provide comprehensive jail diversion services to 100 diversion candidates over a 12-month period.
- Services should be delivered in a manner reflecting behavioral health best practices and evidence-based treatment. It is Shelby County’s intent that services will demonstrate commitment to principles of recovery as set forth in the National Consensus Statement on Mental Health Recovery.
- Recovery support specialists will serve as *boundary spanners* between criminal justice and community behavioral health systems while providing intensive forensic case management services.
- Key components of service delivery include 1) client engagement, 2) transition planning, (including arranging safe housing), 3) intensive forensic case management, 4) intensive outpatient treatment for persons with serious mental illness and/or co-occurring substance use disorders, 5) communication with court systems, 6) relapse prevention and re-

engagement (including access to residential treatment to address relapse), and 7) providing transportation to meet court obligations.

Client Engagement The quality of the relationship between jail diversion candidate and recovery support specialist has been a significant success factor in past jail diversion efforts. Culturally competent strategies for client engagement and experience in motivational interviewing are required. Provider should demonstrate a client-centered, recovery-oriented approach to client engagement, transition planning and subsequent services. To promote relationships of trust, recovery support specialists should have weekly face-to-face contact with clients who are in custody during the referral process. Provider shall conduct initial in-custody interview with new referrals within 72 business hours. Provider will conduct clinical review to confirm candidate's linkage readiness and determine level of community based-treatment warranted.

Transition Planning Shelby County endorses *A Best Practice Approach to Community Re-entry from Jails for Inmates with Co-occurring Disorders: The APIC Model* (Osher, Steadman, Barr, 2002) published by the National GAINS Center as the basis for developing transition plans. Provider will develop **Community Linkage Plans (CLP)** tailored to the needs of the individual consumer in key domains of service, including: safe housing, case and medication management, community-based treatment, income/benefits strategies, accessing medical coverage, etc (see Appendix for example). Provider will broker access to available community resources and services, coordinate a housing plan, and secure community appointments for treatment services upon release. Provider will have a minimum of one week to develop the initial CLP. CLPs are due at the Roundtable meeting prior to the next scheduled court date. Bridge medication (a twenty day supply) will be provided by the jail medical provider. Transition planning is considered a continuing process throughout the active linkage. At the end of intensive case management Provider will file a **Continuing Recovery Plan**. The Continuing Recovery Plan will consider an advance directive regarding consumer's treatment preferences.

Linkage. The Community Linkage Plan will set forth specific linkage strategies for jail diversion candidate in each of the relevant domains of service. Linkage includes coordinating access to services delivered by other community behavioral health service providers when it serves the service recipient's best interest. The service recipient's preferences will be respected and honored in identifying service providers. Explain how your organization's plan for coordination of care with other outpatient providers, including referrals for continued treatment, medication management, A&D or co-occurring services and therapeutic housing. Provider will develop and maintain an up-to-date "toolkit" of community resources relevant to the needs of the target population, and will share resources with County systems to support efforts to expand jail diversion capacity. A significant activity during the linkage process is seeking income and

insurance supports, including the application for or restoration of entitlements. Shelby County endorses “*Finding the Key*” (Bazelon Center) and the SAMHSA SOAR initiative as guidelines for these services. Consistent with recovery strategies, Shelby County endorses the inclusion of peer specialists as a key relationship to support successful linkage from the justice system to community-based services, and solicits Proposer to describe how peers would be incorporated into jail diversion services.

Intensive Forensic Case Management. Intensity of case management services should be consistent with CTT - *continuous treatment team* services. Linkage candidates will receive a minimum of 120 days of intensive transitional case management services following release from custody. Some candidates will require longer services to ensure successful linkage. These services will support successful implementation of the strategies set forth in the Community Linkage Plan. Recovery support specialists provide support and problem solving assistance to service recipients to foster compliance with both treatment and court ordered conditions of release. Intensive forensic case management begins when the individual is released from detention. The recovery support specialist shall provide transportation from the detention facility upon release. During the first week following release, Provider will have daily contact with the service recipient. During the first week, Provider will have a minimum of three face-to-face contacts with the client. Proposer should describe staffing patterns and caseload management plans to serve 80 persons per year.

Court Communication. Provider staff must be able to communicate in a professional manner with the criminal justice system. Community linkage plans shall be drafted in a format suitable for inclusion by reference in court orders. Status letters, notices of noncompliance, and other written communication to the court system is the primary mode of communication with the justice system.

Intensive Outpatient Treatment. Where intensive outpatient treatment services is indicated, Provider will deliver direct services for persons with serious mental illness and for those with co-occurring substance use disorders, or provide linkage to other quality community outpatient treatment services. Post-release support and treatment groups include peer support involvement, psycho-education for illness management, relapse prevention training, and coping skills. Direct outpatient treatment services should be gender-specific and trauma-informed where appropriate. Proposed services for persons with co-occurring disorders should demonstrate proficiency in evidence-based integrated treatment modalities.

Access to Safe Housing Safe, suitable housing is a significant linkage success factor. Accessing housing is a significant undertaking. Proposer should describe strategies to locate safe housing

for candidates who do not have adequate personal or family based options for housing, especially where supportive housing is indicated. Proposer should describe past experience, if any, in linking persons to community housing who have had significant criminal justice involvement.

Aftercare, Relapse Prevention, Re-engagement and Residential Treatment. Provider will deliver or provide linkage to quality aftercare services designed to avoid relapse. Shelby County endorses best practices such as *Illness Management and Recovery*. In the event of a relapse, Provider will make reasonable efforts to re-engage service recipients. When relapse involves resumed substance use, Provider will assess service recipient for admission to residential treatment to address co-occurring disorders. Proposer must be able to provide (or subcontract with qualified third-party providers to provide) access to licensed residential treatment to address substance abuse relapse for persons with co-occurring disorders. It is expected that 20% of linkages will require residential treatment to address relapse and to avoid re-incarceration. Proposer should anticipate the need to utilize up to 448 days of residential treatment on an annualized basis per contract period. Residential treatment will be limited to 28 days per service recipient. Regarding residential treatment resources, Proposer should demonstrate proficiency with evidence-based integrated treatment modalities.

Outcomes Expected outcomes include successful linkage of 85% of individuals who are released, with primary success defined as no further incarceration during the first 120 days following release. Proposer agrees to participate in ongoing process and outcome evaluation regarding service delivery and service impact. In addition to standard billing, requirements the successful Proposer will be required to provide service delivery and qualitative outcome data to demonstrate service impact. The successful Proposer agrees to participate in technical assistance and training as designated by the County regarding evidence-based practices relevant to the areas of service herein defined.

Transportation to Court Obligations. Proposer should demonstrate ability to provide transportation as needed to support successful linkage. Use of public transportation and TennCare transportation is encouraged for service recipients who are able to use these systems reliably. Proposer, however, is responsible for providing transportation and should demonstrate resources to ensure that transportation to key events (court appearances, medical appointments, probation supervision appointments) can be met Explain your plan for coordinating transportation to address the needs of jail diversion candidates.

Contingency Resources. Successful jail diversion requires considerable flexibility in addressing the complex needs of persons with serious mental illness and co-occurring disorders. Proposer should describe and budget for resources needed to address foreseeable contingencies, such as

the need for temporary prescription medication, bus vouchers, securing identification, deposits to access housing, and other appropriate needs.

Additional items. Describe your internal quality monitoring and improvement activities, including how outcomes will be measured to determine the effectiveness of the jail diversion services. Explain how your record keeping practices for jail diversion services will comply with state and federal requirements, including but not limited to HIPAA and Title 33.

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

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

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the 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 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), Title XI 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 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 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 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 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 assets.

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.

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 the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required

2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage, which shall be written for not less than any limits of liability specified or required by law, whichever is greater. The Provider will maintain throughout the life of the contract through insurers authorized to do business in the State of Tennessee and currently rated A-; X or better by A.M. Best with limits of no less than shown below:

1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The provider should indicate in its bid whether the coverage is provided on a claims-made form or preferably on an occurrence basis. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Contractual
- d) Contractual
- e) Independent Contractors
- f) Broad Form Property Coverage
- g) Personal and advertising Injury

2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. 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* - - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor waives its right of subrogation against Shelby County for any and all workers' compensation claims. A completed form WC 00 03 13 will be included with the Certificate of Insurance.

4) *Professional Liability Insurance* - \$1,000,000 per claim/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract the Provider shall purchase replacement coverage with the same retro date or an extended reporting endorsement ('tail') to provide coverage for claims made through the statute of limitations and furnish evidence of same to the County

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

All insurance policies maintained by the 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.

Any subcontractors providing services under this proposal will maintain the same minimum coverage and limits as required of Contractor, also naming the Contractor and Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions as additional insured.

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 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 4:00 p.m. (CST) on June 21, 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 (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 Proposer's name and **“PROFESSIONAL SERVICES – JAIL DIVERSION SERVICES – MENTAL ILLNESS TREATMENT” RFP #13-005-86” with due date and time indicated.**
3. Proposals must be in ink. 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 ALL attachments to this document.** The Proposal Response Sheet and Utilization Report (*required documents*) should be the first two pages of your written response.

1. Cover Page/Proposal Response Sheet – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm
2. Utilization Report
3. Comprehensive Response
 - a. Address all services and information listed in the scope of services (outlined in section IX)
 - b. Outline of how respondent can meet or exceed the minimum requirements
 - c. Detail of how the respondent is qualified to provide the services required
 - d. Detail the techniques, approaches, and methods that will be utilized to complete the project including a detailed plan on proposed strategy.
4. Cost and Fees
 - a. 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 breakdown of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
 - b. Explain any assumptions or constraints in a price proposal to perform the services.
 - c. Explain any additional charges or fees in the proposal.
5. Experience of the Respondent.

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

- a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
- b. A statement of how long the Proposer has provided services similar to the Services requested herein;

- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer, which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

6. References

- a. 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;
- b. Information detailing similar projects completed by the bidder within the past three (3) years.

7. 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.

XIII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee, which may elect to schedule a personal presentation and interview with one or more of the bidders. 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 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 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. 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.