



# 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: December 19, 2012*

*Due: January 18, 2013 no later than 4:00 P.M. (Central Standard Time)*

**RFP # 13-012-30**

### **Bus Transit to Workplace Study**

### **(Mid-South Regional Greenprint and Sustainability Plan for Shelby County, Tennessee and Surrounding Areas)**

Shelby County Government is soliciting proposals from consultants or consultant teams for the provision of professional services to conduct a survey of major employers and key employment centers in the region to determine employee transportation patterns. The survey will provide an analysis of how the Memphis Area Transit Authority (MATA) might adjust services to serve more citizens and assist the Mid-South Regional Greenprint Consortium to set priorities for planning for greenways, bike routes, and alternative access routes to major employers to support the Mid-South Regional Greenprint and Sustainability Plan. The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to Online Services and click on "Purchasing Bids" to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 222-2250 to request a copy.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 4:00 p.m. on Friday, January 18, 2013**. Proposals should be addressed to:

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103**

The package containing an original (clearly identified as original) and three (3) copies and a CD of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, "BUS TRANSIT TO WORKPLACE STUDY FOR THE MID-SOUTH GREENPRINT AND SUSTAINABILITY PLAN", RFP # 13-012-30" noted on the outside.

**Sincerely,**

**Nelson Fowler, Manager A  
Shelby County Government  
Purchasing Department**

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

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

## I. INTRODUCTION

Shelby County Government (the “County”), is seeking proposals from interested and qualified consultants or consultant teams to conduct a survey of major employers and key employment centers in the region to determine employee transportation patterns in order to provide an analysis of how the Memphis Area Transit Authority (MATA) might adjust services to serve more citizens and assist the Mid-South Regional Greenprint Consortium to set priorities for planning for greenways, bike routes, and alternative access routes to major employers to support the Mid-South Regional Greenprint and Sustainability Plan. This Request for Proposal (“RFP”) is being released to invite interested and qualified consultants or consultant teams to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. A resultant contract will be for a term from contract approval through September 30, 2013. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have at least seven (7) years experience working in a relevant context to the work described in the RFP.
2. Have demonstrated organization and staff background, experience, and expertise in planning, transportation, or projects of a similar type in a regional setting.
3. Have demonstrated experience in developing surveys, using statistical methods, and analyzing survey and demographic data for planning purposes.
4. Have experience in conducting and administering transportation related origin-destination surveys, or surveys of a similar type, with a specified level of statistical confidence.
5. Have the ability to lead and facilitate public meetings and effectively communicate with stakeholders across the region, who may at times have multiple or differing objectives, priorities or opinions.
6. Have sufficient, qualified personnel to perform the Services on a timely basis without compromising sound planning practices
7. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number prior to submitting your response.
9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Provide a written statement of compliance to the Living Wage Ordinance located on page four (4) item H.
11. 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.

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

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

*If you have any questions regarding the application, you may contact Purchasing at (901) 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) 222-2250**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at [nelson.fowler@shelbycountyttn.gov](mailto: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, January 11, 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 posted on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the above cut-off date.***

Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators 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 4:00 P.M., Friday, January 18, 2013. Facsimile or electronically transmitted 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 will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

## V. PROPOSAL TIMELINE

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

<b>Request for Proposals Released</b>	<b>Wednesday, December 19, 2012</b>
<b>Proposal Due Date</b>	<b>Friday, January 18, 2013, at 4:00, P.M. (CST)</b>
<b>Notification of Award</b>	<b>February/March 2013</b>
<b>Services to Commence</b>	<b>Immediately upon execution of the contract</b>

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

## VI. PROPOSAL CONDITIONS

### A. Contingencies.

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

### B. Modifications.

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

### C. Proposal Submission.

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

### D. Incurred Costs.

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

### E. Final Authority.

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

#### **F. Proposal Validity.**

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

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

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

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.

#### **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.

## **VII. GENERAL REQUIREMENTS**

### **A. Background**

Shelby County Government was awarded the HUD Sustainable Communities Regional Planning Grant to develop the Mid-South Regional Greenprint and Sustainability Plan. The plan is designed to enhance regional livability and sustainability by establishing a unified vision for a region-wide network of green space areas, or Greenprint, which serves to address long-term housing and land use, resource conservation, environmental protection, accessibility, community health and wellness, transportation alternatives, economic development, neighborhood engagement, and social equity in the Greater Memphis Area. The regional Greenprint will include parks, greenways, byways, blue ways, conservation lands, natural areas, wildlife management areas, open space areas, and other similar spaces.

The study area of this plan is defined geographically by the boundaries of the Memphis Metropolitan Planning Organization (MPO) and West Memphis MPO, including jurisdictions in Tennessee, Mississippi, and Arkansas. These two MPOs include all of Shelby County, TN, and the cities of Arlington, Bartlett, Collierville, Germantown, Lakeland, Memphis, and Millington; northern DeSoto County, MS, including the cities of Hernando, Horn Lake, Olive Branch, Southaven, and Walls; eastern Crittenden County, AR, including the cities of West Memphis, Marion and Sunset; and western Fayette County, including the cities of Piperton, Gallaway and Braden.

The planning process will be driven by the Mid-South Regional Greenprint Consortium (“Consortium”), made up of roughly 50-70 groups throughout the region, including greenways organizations, businesses, local and state government agencies and citizens. The Consortium will be led by an Executive Committee (EC) of roughly 25 members, which will act as a decision-making and implementing agency for the planning process. The EC will include equitable participation from each state (AR, MS, TN) and will be staffed by the Memphis and Shelby County Office of Sustainability.

The Mid-South Regional Greenprint and Sustainability Plan proposes to demonstrate a citizen-based regional planning process, driven by the Mid-South Regional Greenprint Consortium working in partnership with governmental bodies and the private sector to establish a regional vision and structure for ongoing collaborative cross-jurisdictional

planning. The first phase of the process will focus visioning and planning activities, and includes the development of a study of transit ridership to major employers, employment centers, and key employment areas in the region. Project objectives related to this study include: providing alternative transportation routes for pedestrians and bicyclists to connect people and low-income neighborhoods to job centers, bus routes, and needed goods and services; supporting the design and implementation of pedestrian-friendly communities that can reduce vehicular traffic and improve personal health and well-being; reducing public and private sector energy consumption; and improving regional air quality. The consultant selected from this RFP will be responsible for conducting the bus transit to workplace study by September 30, 2013.

**B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified consultant or consultant team selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical. The consultant selected from this RFP will be responsible for conducting the bus transit to workplace study by September 30, 2013. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

**C. Project Time Frame**

The contract period will begin upon award of the grant. The county reserves the option of extending the contract without bid on a yearly basis for the duration of the award.

**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 VII 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 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. The award may go to more than one respondent depending on response.

## **IX. PURPOSE**

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

## **X. SERVICES REQUIRED**

The Bus Transit to Workplace Study will survey major employers in the region to determine employee transportation patterns in order to assist the Mid-South Regional Greenprint Consortium to set priorities for developing greenways, bike routes, and alternative access routes or transportation to major employers in the development of the Mid-South Regional Greenprint and Sustainability Plan and provide an analysis of how Memphis Area Transit Authority (MATA) could adjust their services to serve more citizens. The consultant selected from this RFP will be responsible for completing the bus transit to workplace study by **September 30, 2013**. The consultant procured will provide the following services:

1. Collect and analyze existing data, studies, information, and plans related to employee commuting and travel patterns from home to work in the Mid-South region (defined as the area within the Memphis MPO and West Memphis MPO boundaries);
2. Develop a survey instrument to distribute to major employers, employment centers, businesses, educational and training centers, and key employment areas throughout the Mid-South region in order to survey employees and capture relevant data on employee transportation patterns from home to work, with consideration to both origins and destinations, including intermediate destinations;
3. With input by the Workforce Development and Regional Employment and Alternative Transportation and Fuels Working Groups of the Mid-South Regional Greenprint Consortium, identify major employers, employment centers, businesses, educational and training centers, and key employment areas throughout the Mid-South region to be targeted for participation in the survey;

4. Collect and analyze survey data, with consideration to relevant demographic data impacting transit ridership and non-motorized commuting to work.
5. Lead a public participation process that includes a minimum of two (2) public meetings, in which the consultant will present information, obtain feedback from the public on current use of public transportation and non-motorized transportation from home to work, and obtain input in the development of recommendations;
6. Develop a report of survey and study findings that includes recommendations for how MATA can modify or add service to increase ridership for commuters accessing workplaces and priorities for adding greenways, bike lanes, and other non-motorized alternative transportation routes and connections to a regional transportation network to enhance access and bus ridership to workplaces.

The consultant should work alongside other consultants and contractors hired for the Mid-South Regional Greenprint and Sustainability Plan process, as needed, for the purpose of enlisting and maintaining community participation and support during the planning process.

Data collected and considered for this study should include, but not be limited to:

- Identification of major employers, employment centers, businesses, educational and training centers, and key employment areas
- Number of employees at workplace location
- Number of jobs per location
- Income levels of employees per location
- Job classifications and industry classifications
- Skills required for employees at workplace location
- Modes of transportation available to workplace location
- Shifts of employment at workplace location
- Transportation currently used by employees at workplace location
- Number of employees who use public transportation or non-motorized transportation
- Number of employees who do not use public transportation or non-motorized transportation
- Demographic data of employees per location
- Demographic data of people living near workplace location
- Names of specific employers in workplace locations
- Home addresses of employees
- Number of household vehicles per employee
- Satisfaction with existing public transportation or non-motorized transportation facilities
- Intermediate stops typically made during home-to-work commute (car, bus, or non-motorized transportation)
- Open-ended feedback on improvements to the public transportation and non-motorized transportation system.

Outcomes expected from this survey and study after it is provided to the Mid-South Regional Greenprint Consortium are priorities for non-motorized, alternative transportation routes including greenways and bike lanes to plan for better connections from home-to-work origins and destinations via a multi-modal transportation network and guidance on points of connection or alternative

transportation hubs linking bus routes, non-motorized transportation routes, and other forms of alternative transportation.

The outcomes expected to result from this survey after it is provided to MATA and incorporated into their route networks and schedules are a documented increase in transit coverage defined as the share of jobs in the metropolitan area that are in neighborhoods with public transit service (currently about 64%) and an improved labor access rate as defined as the share of the metropolitan population that can reach the typical job in 90 minutes via public transit (currently about 20%). Other measurable outcomes may include increased passenger boarding's (ridership) for the system, improved efficiency for routes serving major employment centers as measured by key performance measures such as transit boarding's and passengers per hour, and improved transit access to major employment centers from low- and moderate-income census tracts.

Deliverables for this project are: a survey of major employers, employment centers, businesses, educational and training centers, and key employment areas; data collected from the survey made available to the consortium for review and use; a minimum of two (2) public meetings; a preliminary report of findings and data delivered to the Memphis and Shelby County Office of Sustainability to be shared with the consortium (no later than May 31, 2013); and the final report of survey and study findings. All project activities must be completed by September 30, 2013.

This project will require a consultant or consultant team with proven background, experience, and expertise in planning, transportation, or projects of similar type at a regional scale; demonstrated experience and expertise in developing surveys, using statistical methods, and analyzing survey and demographic data for planning purposes; and an ability to effectively communicate with stakeholders across the region, who may have multiple or differing objectives, priorities or opinions.

Proposers should note that the Scope of Services identified herein is considered an advanced draft and may be modified after selection of a consultant based upon changing circumstances and/or negotiations with the proposing firm(s).

## **XI. 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. The Provider will supervise all work under this Contract. 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 Provider 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 shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the 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 Provider shall 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 the 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 Provider'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 pled nolo contendere, or has pled 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 the 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 the 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 the Provider 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 shall 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 shall 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 the Provider for a period of one (1) 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 Provider'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 Provider 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 shall, at all times, 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 and the Americans with Disabilities Act (ADA) requirements.
- 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 Provider 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 authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation of Other Documents.

- a. The 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 the Provider 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 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 the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider 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. The 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. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the 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. Source Code. The Provider, at no additional cost to Shelby County, shall place the entire set of source code for the proposed solution with an authorized escrow agent. Setting aside the software in an escrow account provides Shelby County a method of obtaining the software in the event the Provider ceases to market and support the proposed software. The Provider shall provide all information to Shelby County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow within 10 working days of issuance of a new major or minor release of the solution.

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

1. Responsibilities for Claims and Liabilities.
  - a. The 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, liabilities, 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. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider 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 the 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. The 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 Provider'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.

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

### *Minimum Limits of Insurance*

Provider shall maintain coverage with limits of no less than:

2. Insurance Requirements.
  - a. The Provider shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.
  - b. The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Provider will maintain throughout the life of this Contract insurance, through insurers rated A- X or better by A. M. BEST, in the following minimum requirements:
    - ***Professional Liability Insurance*** - coverage with minimum limits of \$1,000,000.00 per occurrence/\$3,000,000.00 annual aggregate indicating if coverage is written on claims-made or occurrence policy form.

Coverage is to include the provider and all its employed or contracted professionals. Indicate if coverage is on occurrence basis or claims-made basis.

- **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 insurance shall include coverage for the following:
    - i. Premises/Operations
    - ii. Products/Completed Operations
    - iii. Contractual
    - iv. Independent Contractors
    - v. Broad Form Property Damage
    - vi. Personal Injury and Advertising Liability.
  - **Workers Compensation and Employers' Liability Insurance** - Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability is \$1,000,000 per accident. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims.
  - **Business Automobile Liability Insurance** – minimum \$1,000,000 single limit each accident for property damage and bodily injury. Coverage is to be provided on all Owned/Leased Autos, Non-Owned Autos, and Hired Autos.
- c. 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 the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider/Contractor will provide immediate notice to Shelby County.
- d. All insurance policies maintained by the Contractor shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.
- e. Provider shall provide County with a current copy of the Certificate of Insurance at the time of contracting and shall maintain said insurance during the entire Contract period as well as provide renewal copies on each anniversary date. The certificate holder is to read:

Shelby County Government  
Purchasing Department  
160 N. Main, Suite 550  
Memphis, TN 38103

- f. Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the CONTRACTOR shall purchase an extended reporting endorsement and furnish evidence of same to the County.

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

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

## **XII. 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 pm (CST) on January 18, 2013, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

## **B. Proposal Presentation**

1. One (1) original (clearly identified as original), three (3) copies, and a CD of the proposal are required.
2. The package containing the original, copies, and CD must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – BUS TRANSIT TO WORKPLACE STUDY FOR THE MID-SOUTH GREENPRINT AND SUSTAINABILITY PLAN**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission, as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals.

## **C. Proposal Format**

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

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

### **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.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications and experience of specific personnel assigned to this project;
    - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
    - iii. Project methodology;
    - iv. Previous experience in performing similar Services;
    - v. References;
    - vi. Proposed cost to Shelby County Government;
    - vii. Time frame for completion.
3. Oral Presentation.

The Shelby County Government reserves the right to interview, or require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to

clarify or elaborate on its qualifications without restating the proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

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

**B. Contract Award**

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

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

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