



Shelby County

Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: June 6, 2014

Due: July 14, 2014 no later than 3:00 P.M. (Central Standard Time)

RFP # 14-006-64

HIV Prevention Intervention Services (Community Services)

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide HIV Prevention Intervention Services in Southwest Tennessee, which includes Shelby, Fayette, and Tipton counties. 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.

A mandatory pre-proposal conference will be held on Wednesday, June 18, 2014, at 3:00 P.M. and June 20, 2014 at 1:00 P.M. to address your questions and provide additional information for this proposal. All interested respondents will be required to attend one of the meetings. The pre-bid conference will be held at 1075 Mullins Station Road, W278 Memphis, TN 38134. If you plan to attend, you must contact the Purchasing Department via email at andre.woods@shelbycountyttn.gov to confirm your attendance with a representative's name,

company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing **no later than 3:00 P.M. on Monday, July 14, 2014**. Proposals should be addressed to:

Andre Z. Woods, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing one (1) original proposal (clearly identified as original) and ten (10) copies of your proposal must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, HIV PREVENTION INTERVENTION SERVICES, RFP # 14-006-64**" noted on the outside.

Sincerely,

Andre Z. Woods, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

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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 multiple attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies to provide HIV Prevention Intervention services in Southwest Tennessee, which includes Shelby, Fayette, and Tipton counties (the “Services”). This Request for Proposals (“RFP”) is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates 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 indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Be a not-for profit organization as certified by the IRS as a 501(c)3 corporation that is governed by a volunteer board of directors, and provide needed services as identified in the funding priorities section of this document.
2. Have the principal site of operation within the counties of Shelby, Fayette, and/or Tipton in Tennessee
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer’s fiscal agent. **Please clearly outline the system being utilized in the application portion of the RFP.**
4. Have sufficient staff or sub-contractors experienced in performing the Services.
5. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
6. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (see the details outlined in Section VII General Requirement / e. Selection Criteria).
7. Adhere to all Title VI requirements and provide proof/documentation if necessary.
8. Possess the minimum insurance requirements. These are **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)

At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application. (Applications for a vendor number are accepted online only.)

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

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is 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 900, 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:

Andre Z. Woods, Buyer
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Mr. Andre Z. Woods in writing at andre.woods@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. **IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

The deadline for submitting questions will be Friday, June 27, 2014 by 12:00 P.M. (CST). 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.

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

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **July 14, 2014 at 3:00 P.M. Central Standard Time**. 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. This deadline will not be extended under any circumstances, regardless of weather conditions, transportation delays, or any other situations that may occur.

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	<u>Friday, June 6, 2014</u>
Mandatory Pre-Bidders Conference	<u>Wednesday, June 18, 2014 @ 3:00 P.M. CST</u>
Mandatory Pre-Bidders Conference	<u>Friday, June 20, 2014 @ 1:00 P.M. CST</u>
Questions Due Date	<u>Friday, June 27, 2014 @ 12:00 P.M. CST</u>
Proposal Due Date	<u>Monday, July 14, 2014 @ 3:00 P.M. CST</u>
Notification of Award	<u>September / October 2014</u>

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

VI. PROPOSAL CONDITIONS

A. Contingencies

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

B. Modifications

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

C. Proposal Submission

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

D. Incurred Costs

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

E. Final Authority

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

F. Proposal Validity

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

G. Disclosure of Proposal Contents

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

H. LOSB

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (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 Consultants bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general Consultants.

(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 sub-Consultants and/or suppliers in the contract award.

(vi) Failure by a supplier or Consultant to include locally owned small business sub-Consultants or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or Consultant can show documented evidence of good cause why none were included.

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

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

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

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

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Consultants meeting the

requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

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

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

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

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

VII. GENERAL REQUIREMENTS

A. Background

The Shelby County Government, Division of Community Services has been awarded federal funding from the State of Tennessee's Department of Health for the provision of HIV prevention activities. The County intends to enter into contracts for the provision of HIV Prevention Intervention services with agencies for the period January, 1 2015 to December 31, 2015.

Tennessee Department of Health receives funding from CDC annually for funding of HIV prevention interventions. The State provides formula-based HIV prevention funding to the five regions based on the number of cases of HIV/AIDS within the region. The regions with the highest rates of infection receive the largest funding awards.

HIV prevention community planning in Tennessee is based on a grassroots system empowered by Regional Community Planning Groups (RCPGs). The RCPG in this region is the Prevention Planning Committee of the HIV Care and Prevention Planning Group (H-CAP). The RCPGs and the Tennessee Community Planning Group (TCPG) must comply with core requirements for parity, inclusion, and representation based on regional and statewide epidemiological data and provides input to the States for community planning. They compile epidemiological data and provide input to the States for the statewide needs assessment. They track unmet needs within at-risk populations and target populations with recommended interventions and activities identified in the HIV Prevention Plan for each region.

The Southwest Tennessee region's counties are: Shelby, Fayette, and Tipton Counties. The TCPG membership includes members from the local five RCPGs located in the following regions: Southwest TN (Memphis); West TN (Jackson); Middle TN (Nashville); Southeast TN (Chattanooga) and East/Northeast TN (Knoxville). The statewide group serves as the liaison between service areas and the Tennessee Department of Health. In 2015, each region's funds will be allocated with highest priority on interventions that focus on HIV Positive populations (PLWHA).

A minimum of 30% of funds in each region will be awarded to activities with this target population. No more than 70% of each region's funds can be allocated to the remaining five priority populations specified in Section IX of this RFP.

HIV Prevention Intervention services are intended to address the priorities of the National HIV/AIDS Strategy (NHAS):

- 1) reduce the number of new HIV infections,
- 2) increase access to care and optimize health outcomes for people living with HIV, and
- 3) reduce HIV-related health disparities.

HIV Prevention Intervention Services are also linked to the Memphis Transitional Grant Area (TGA) Early Identification of Individuals with HIV/AIDS (EIIHA) strategy, first developed in 2010.

This RFP is seeking proposals from agencies that can provide effective, evidence-based behavioral prevention interventions with identified priority populations that address the following goals and objectives:

NHAS Goal #1: Reduce the number of people who become infected with HIV

Linkage to Memphis TGA Ryan White EIIHA Strategy Goals:

- To promote awareness about available HIV testing services
- To increase access to and utilization of existing HIV testing services

Objective 1.1: Identify persons at risk for HIV and offer HIV testing and risk reduction counseling

Expected Impact: Increase number of individuals who know their HIV status

Objective 1.2: Implement appropriate behavioral interventions within high risk populations and areas

Expected Impact: Decrease risk for individuals at high risk for contracting and/or transmission of HIV

NHAS Goal #2: Increase access to care and optimize health outcomes for people living with HIV

Linkage to Memphis TGA EIIHA Strategy Goals:

- To increase access to and utilization of existing HIV testing services
- To expand the availability of HIV testing services to underserved geographic areas and target populations

Objective 2.1: Ensure linkage to medical care for persons testing positive

Expected Impact: Increase percentage of individuals entering HIV medical care earlier, reduce secondary transmission of HIV

Objective 2.2: Implement prevention for positives interventions at Ryan White Outpatient facilities with patients testing positive for an STD

Expected Impact: Reduce secondary transmission of HIV

NHAS Goal #3: Reduce HIV-related health disparities

Linkage to Memphis TGA EIIHA Strategy Goals:

- To promote awareness about the importance of early detection and treatment for HIV
- To expand the availability of HIV testing services to underserved geographic areas and target populations

Objective 3.1: Increase awareness of available HIV prevention services and education

Expected Impact: Increase number of individuals who know their HIV status, decrease risk for individuals at high risk for contracting and/or transmission of HIV, increase percentage of individuals entering HIV medical care earlier and reduce secondary transmission of HIV

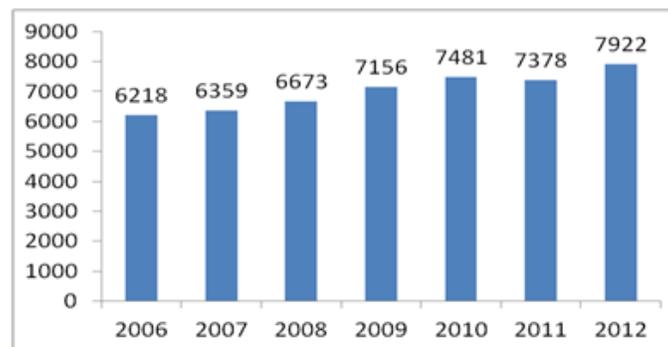
Objective 3.2: Expand network of HIV prevention and education services available throughout the service area

Expected Impact: Increase number of individuals who know their HIV status, decrease risk for individuals at high risk for contracting and/or transmission of HIV, increase percentage of individuals entering HIV medical care earlier, and reduce secondary transmission of HIV

Nationally the number of new infections has remained relatively stable, and newly diagnosed HIV and AIDS cases in the Memphis TGA have been similarly stable during the past five years averaging 426 new HIV diagnoses and 195 new AIDS diagnoses annually. Overall the Memphis TGA HIV incidence rate remains above national figures. According to the Centers for Disease Control and Prevention, the estimated HIV infection rate (adjusted for those who are unaware of their HIV positive status) in the Memphis Metropolitan Statistical Area (33.7 per 100,000) was approximately three times greater than the estimated rate in the United States Metropolitan Statistical Areas (10.4 per 100,000) in 2010. Provisional data for the Memphis TGA shows a 13% increase in new HIV disease diagnoses during 2012 from 2011. Among new infections, Non-Hispanic Black individuals remain disproportionately impacted, and males have an infection rate over twice that of females. New infections are spread across all age groups, but young adults aged 20-24 years report the highest rates. Transmission in the Memphis TGA continues to be characterized by heterosexual and male-to-male sexual contact.

Figure 1-1. Persons Living with HIV/AIDS, Memphis TGA, 2006-2012

**People Living With HIV and AIDS in the Memphis TGA,
year end 2006-2012**



7,922 PLWHA in the Memphis TGA; 53% with HIV (4,217) and 47% with AIDS (3,705).

Source: eHARS; data based on preliminary estimates and subject to change

Source: Enhanced HIV/AIDS Reporting System (eHARS); TN, MS, AR

HIV/AIDS Cases

People Living with HIV (not AIDS): As of December 31, 2012, a total of 4,217 people were living with HIV (not-AIDS). Men represent 66.7% of people living with HIV, and non-Hispanic Blacks account for the largest racial group (81.9%), followed by Whites (15.2%) and Hispanics (1.9%). The majority of persons living with HIV infection are evenly distributed between ages 25-54 years of age; individuals aged 35-44 years account for the largest percentage of living HIV cases (25.5%), followed by persons aged 25-34 years (25.3%), and persons aged 45-54 (24.9%). Male-to-male sexual contact is the most frequently reported risk transmission category (36.7%), followed by heterosexual contact (28.4%) and injection drug use (2.8%); however, a large percentage (28.8%) of people

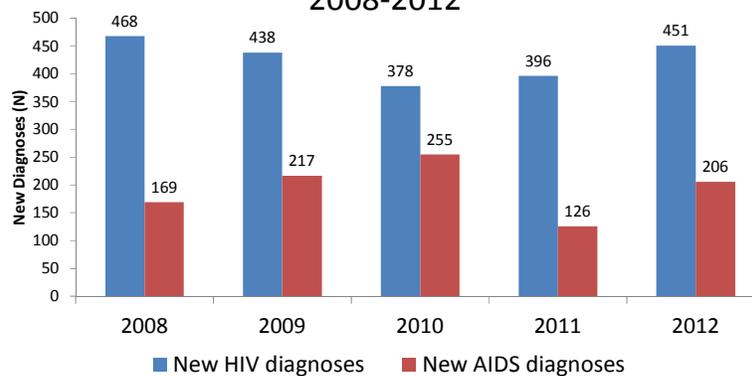
living with HIV (not-AIDS) have no identified or reported risk.

Living AIDS Cases: As of December 31, 2012, a total of 3,705 people were living with an AIDS diagnosis in the Memphis TGA. The estimated number of persons living with an AIDS diagnosis has increased by approximately 34% since 2007; this represents a critical need for intensive, more costly health services. Men represent 70.8% of people living with AIDS, and non-Hispanic Blacks account for the largest racial group (81.0%), followed by Whites (15.4%) and Hispanics (2.3%). Persons aged 45+ represent over half (55.5%) of all living AIDS cases, followed by persons aged 35-44 (28.0%) and persons aged 25-34 (15.0%). Similar to living HIV cases, male-to-male sexual contact is the most frequently reported transmission category (43.3%), followed by heterosexual contact (30.5%) and injection drug use (4.8%); however, 18.5% of people living with AIDS in the Memphis TGA had no identified or reported risk.

New AIDS Cases Within Past Three Years: In 2010, a total of 255 cases were reported, followed by a decrease to 126 cases in 2011 and an increase to 206 cases in 2012. More than two-thirds (65%) of the 2012 cases were male. Non-Hispanic Blacks overwhelmingly represent the majority of new AIDS cases (86.8%), followed by Whites (9.7%) and Hispanics (2.4%). Just over half (50.9%) of new AIDS cases in 2012 were diagnosed among persons between the ages of 35-54 years; approximately 30.5% of cases were diagnosed between 25-34 years, 28.1% between 35-44 years, and 22.8% between 45-54 years. Heterosexual contact represents 30% of new AIDS cases, followed by male-to-male sexual contact (28.1%). Between 2010 and 2012, 10 new AIDS cases were acquired from injection drug use. Notably, 40% of new AIDS cases in 2012 have no reported or identified risk exposure.

Figure 1-2. Number of New HIV and AIDS Diagnoses in the Memphis TGA, 2008-2012

HIV Disease and AIDS Diagnoses in the Memphis TGA, 2008-2012



HIV disease diagnoses and AIDS diagnoses should never be added together. HIV disease diagnoses are based on year of initial disease diagnoses. AIDS diagnoses are based on the year of AIDS diagnosis.

Source: EHARS; data based on preliminary estimates and subject to change.

Source: Enhanced HIV/AIDS Reporting System (eHARS); TN, MS, AR

Disproportionate Impact

The epidemic continues to disproportionately impact particular populations within the Memphis TGA, most notably non-Hispanic Black males who have sex with males (MSM).

Non-Hispanic Black MSM: At the end of 2012, male-to-male sexual contact was the most commonly reported risk exposure category (39.9%) among all PLWHA in the Memphis TGA. Incidence data also indicates MSM risk is a current, main mode of HIV transmission in the Memphis TGA. In Shelby County, Non-Hispanic Blacks accounted for 82.9% (n=374) of all newly diagnosed HIV disease cases, and MSM contact has attributed to 33% (n=64) of these cases (**Table 1-1**).

In 2012 almost 60% (n=115) of newly diagnosed Non-Hispanic Black male cases had no identified risk factor reported, which limits our understanding of the major current routes of transmission driving incidence of infection among males. The high percentage of cases for which no transmission category was identified may be due in part to under-reporting of male-to-male sexual activity because of stigma. In addition, unidentified risk exposure may be assigned among heterosexuals if no HIV-infected or high-risk partners could be identified.

Table 1-1. HIV Disease Cases Diagnosed among Non-Hispanic Black Males by Risk Exposure Category, Shelby County, 2008-2012

	2008		2009		2010		2011		2012	
	N	%	N	%	N	%	N	%	N	%
MSM	117	44.3%	108	45.0%	72	33.3%	96	44.0%	64	33.3%
Unidentified Risk	92	34.8%	92	38.3%	116	53.7%	89	40.8%	115	59.9%
MSM & IDU	<5	*	<5	*	<5	*	<5	*	<5	*
Heterosexual Contact	54	20.5%	39	16.3%	28	13.0%	33	15.1%	13	6.8%
IDU	<5	*	<5	*	<5	*	<5	*	<5	*
Perinatal	<5	*	<5	*	<5	*	<5	*	0	0.0%
Total	264	100.0%	240	100.0%	216	100.0%	218	100.0%	192	100.0%

Source: Enhanced HIV/AIDS Reporting System (eHARS); TN

Note: Case counts of less than five have been suppressed for statistical reliability and confidentiality guidelines. Additional cells greater than five may be suppressed to prohibit back-calculation.

B. Scope of Contract

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a manner that is cost-effective and practical. All Agencies must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate County staff within one week of receipt of the Notice to Proceed.

C. Project Time Frame

The initial term of the contract will begin January 1, 2015 and continue through December 31, 2015, with the option to renew for one (1) additional one (1) year periods beginning January 1, 2016 through December 31, 2016 with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The amount available to individual agencies may be adjusted year to year and represent only a portion of the total federal dollars granted to the State of Tennessee for the HIV/AIDS program at the discretion of the State of Tennessee Department of Health. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

D. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XII of this document, the Application Instructions document, provided in **Attachment #1**. Each bidder should clearly identify the qualifications of its company and the names and qualifications of each individual who will work on this project in response to this RFP.

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.

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 recommendations of the Regional Community Planning Group's Grants and Allocations Committee, the Tennessee Department of Health, and the County Mayor.

IX. PURPOSE

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services.

A. Scope of Work

The purpose of HIV Prevention Intervention grants are to provide funding for services that are proven effective in reducing the risk of transmission of HIV. **Proposals must address one or more of the priority populations using the interventions and best practices identified below.**

The Tennessee HIV/AIDS Strategy has four goals to:

- reduce New Infections in Highest Incidence Areas
- increase Access to Health Care and Improve Health Outcomes
- reduce HIV Disparities and Health Inequalities
- increase internal and external collaboration between HIV prevention and care providers to ensure a seamless system of care is available to individuals with HIV/AIDS.

The HIV Prevention program is designed to contribute to the achievement of these goals through behavioral interventions, condom distribution, and public health strategies that address priority populations disproportionately affected by HIV in Tennessee.

The Tennessee Department of Health has prioritized the following populations for interventions based on review of peer-reviewed science and epidemiological data in Tennessee.

- HIV Positive Persons (HIV-IP)**
- Men Who Have Sex with Men (MSM)
- African American MSM (AA-MSM)
- Transgender persons

**A minimum of 30% of available funds will be allocated to prevention programs for HIV positive individuals

NOTE: Proposals that do not address one or more of the priority populations listed will not be considered.

Program Activities

Applicant organizations can propose to implement HIV prevention activities in one or more of the following categories.

1. **Behavioral Interventions:** A listing of approved behavioral interventions can be

found below. Details of approved behavioral interventions can be found at www.effectiveinterventions.org under the Behavioral Interventions tab.

Approved Behavioral Interventions by Population

- HIV Positive Persons:
 - CLEAR
 - Healthy Relationships
 - WILLOW
- Men Who Have Sex with Men:
 - MPowerment
 - VOICES*
 - RESPECT*, **
- African American Men Who Have Sex with Men:
 - Many Men, Many Voices (3MV)
 - MPowerment
 - d-up: Defend Yourself!
 - VOICES*
 - RESPECT*, **
- Transgender Persons:
 - VOICES*
 - RESPECT*, **
 - Other behavioral interventions adapted for transgender populations

*For agencies implementing VOICES and RESPECT a maximum of 20% of the individuals enrolled may be from the follow populations:

- African American Women of Childbearing Age
- High Risk Heterosexuals
- High Risk Youth (13-24)

**RESPECT will not be considered allowable as a stand-alone behavioral intervention. If an agency wishes to implement RESPECT, it must be implemented in conjunction with another intervention to be eligible for funding.

All proposals for behavioral interventions must include at least one intervention listed above. Proposals that do not specify one or more of these interventions will not be considered for funding.

Interventions that appear on effectiveinterventions.org but are not listed above will not be considered for funding.

2. Condom Distribution: Condom distribution programs can be cost-effective structural interventions that provide communities with the resources they need to prevent the spread of HIV. Only programs that meet the “Essential Elements of Condom Distribution Programs” criteria found at www.effectiveinterventions.org will be considered.

3. **Public Health Strategies:** A listing of approved public health strategies can be found below. Details of approved interventions can be found at www.effectiveinterventions.org under the Behavioral Interventions tab.

Approved Public Health Strategies by Population

- HIV Positive Persons:
 - Anti-Retroviral Treatment and Access to Services (ARTAS)
 - Men Who Have Sex with Men:
 - Comprehensive Risk Counseling and Services (CRCS)
 - Counseling, Testing and Referral (CTR)
 - African American Men Who Have Sex with Men:
 - Comprehensive Risk Counseling and Services (CRCS)
 - Counseling, Testing and Referral (CTR)
 - Transgender Persons:
 - Comprehensive Risk Counseling and Services (CRCS)
 - Counseling, Testing and Referral (CTR)
4. **HIV Prevention Counseling and Testing Training:** Agencies responding to this RFP are also invited to submit a request for funding to conduct HIV Prevention Counseling and Testing Training activities for the Southwest Region of Tennessee.

These **optional** training services will be scored separately from prevention interventions; applicants submitting proposals for **prevention interventions only** will not be penalized. The requirements for this service are:

- Agency must have one or more staff members who are Tennessee Department of Health and the Centers for Disease Control and Prevention-certified trainers of the curriculum.
- To conduct a minimum of four training sessions of the HIV Prevention Counseling and Testing training in the region in 2013.
- Responsible for providing space, staff time, advertisement/promotion and registration for each training session.
- Required to report names and contact information of training participants to the Tennessee Department of Health for inclusion in the statewide trainee database.
- To notify the Tennessee Department of Health staff in advance of all scheduled trainings.

B. Service Requirements

1. The Proposer's activities must address the identified HIV prevention needs of at least one of the identified target populations. **Applications requesting funding for programs that do not address the designated funding priorities will not be reviewed.**

2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to carry out the proposed project. This includes knowledge of, and experience with HIV/AIDS- related services, as well as other necessary experience and knowledge to carry out the specific activities that are proposed.
3. Proposers may apply for funding for more than target population or for more than one intervention; the Proposal should clearly identify how funding for multiple services allows for improved or expanded capacity to meet the needs of their prospective clients.
4. The Proposer must demonstrate sound financial and program management, provide effective programs, and have an evaluation component in place for the program.
5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.
6. The proposer may be a primarily religious organization if that entity agrees to provide services free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.

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, guidelines of the federal Office of Management and Budget -- OMB Circulars A-87 and A-122 regarding cost principles; and OMB Circulars A-133, A-21 and 48 CFR Part 31 – 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 project 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.

Proposers must identify the name, position title, and annual salary and percentage of FTE of every individual who will be working on the proposer's project, should that project be funded.

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) If this contract fails for any purpose, the Provider must have in place an actionable transition plan for all consumers being served by the Provider. The purpose of the transition plan is to ensure seamless transition for all consumers to equal and accessible services at another qualified service provider.

(f) 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 Contractor 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 Consultant 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 Consultant for a period of one year from employment separation from County if during the period of employment with County the employee or official had any direct or indirect involvement with Consultant's services or operations provided to County.

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

10. General Compliance With Laws.

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

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

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the 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 the execution of the RCPG Contract with the State of Tennessee and 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) 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 utilized Locally Owned Small Businesses when possible as sources of supplies, equipment, construction, and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County by the Contractor due to services performed pursuant to this Contract is subject to

being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority.

(a) 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 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.

B. 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 950, 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 the Contractor'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 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements. The Contractor/Provider shall maintain coverage with limits of no less than:

- 1. *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The insurance shall include coverage for the following:
 - a. Premises/Operations
 - b. Products/Completed Operations
 - c. Contractual
 - d. Independent Contractors
 - e. Personal Injury
 - f. Assault and Battery
 - g. Sexual Abuse / Molestation

2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:

- a. Owned/Leased Autos
- b. Non-owned Autos
- c. Hired Autos

3. *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee statutes. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. Contractor waives right of subrogation against the County.

4. *Professional Liability Insurance* – minimum limits of \$1,000,000 per claim/\$3,000,000 annual aggregate. Coverage is to include the provider and all its employed or contracted professionals on any other professional involved in providing services under this proposal.

5. *Directors and Officers Liability* – minimum of \$1,000,000 per claim.

CONTRACTOR 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 900
Memphis, TN 38103

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation days notice applicable to non-payment of premium. If policy terms and conditions do not allow for notice to the County, Contractor is to notify County immediately and provide evidence of replacement coverage with no lapse.

C. 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. Each agency will be required to participate in one (1) annual program monitoring visit and two (2) annual fiscal site visits.

D. Reporting Requirements

All agencies that are awarded HIV Prevention Intervention funds will be required to utilize the Program Evaluation Monitoring System (PEMS) and CAREWare databases. Quarterly progress reports will be due on or before the following dates: April 15, 2015, July 15, 2015, October 15, 2015, and January 15, 2016.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 P.M. (CST) on July 14, 2014, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, 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 proposal (clearly identified as original) and ten (10) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL - HIV PREVENTION INTERVENTION SERVICES, RFP # 14-006-64"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature, and samples, etc., with your firm name and our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the format described in the Application Instructions document (**Attachment #1**). **Please download all the attachments to this proposal.**

The Cover Letter and Proposal Response Sheet (**required document**) should be the first two pages of your written response:

1. Cover Letter, signed by the Executive Director/Chief Executive Officer and the Board Chair/President with the following assurances:
 - a. Applicant is a private, non-profit organization, public entity, or an educational institution of higher learning with a principal site of operation in Shelby, Fayette, and/or Tipton County, Tennessee.
 - b. Net earnings of the agency will not benefit any member, founder, contributor or individual.
 - c. Agency has acceptable financial accountability.
 - d. Agency has among its purposes significant abilities and activities related to providing HIV prevention/education services.
 - e. Proposal meets all the requirements in each section of the RFP.

- f. Proposal was developed without collusion with any other applicant, competitor, or employee of Shelby County or the State of Tennessee Department of Health.
 - g. If use of a subcontractor(s) is proposed, a statement from each subcontractor shall be appended to the proposal and signed by an individual authorized to legally bind the subcontractor and detailing: the scope of the work to be performed by the subcontractor, the subcontractor's capability and willingness to perform the work indicated, and subcontractor's non-discrimination policy.
 - h. No attempt has been made or shall be made to induce any other person or organization to submit or not submit a proposal.
 - i. Applicant's obligation to provide sufficient staff/personnel, equipment and other resources at the cost proposed to successfully meet the requirements of funded activities.
 - j. Applicant will attest to adhere to all Title VI requirements provide/documentation.
2. Proposal Response Sheet (**Attachment #2**) – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.
 3. Application Checklist (**Attachment #3**)
 4. Comprehensive Response:
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail the respondent's qualifications to provide the proposed services.
 - c. **Proposals must include a detailed Implementation Plan for each of the proposed interventions (Attachment #4) for which funding is requested.**
 5. **Proposers must provide a separate budget for each proposed intervention using the form provided in Attachment #5.**
 6. 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.

Note: Please make sure that you download all of the attachments. The attachments are contained in a separate document that you must download from Shelby County Government website www.shelbycountyttn.gov and complete.

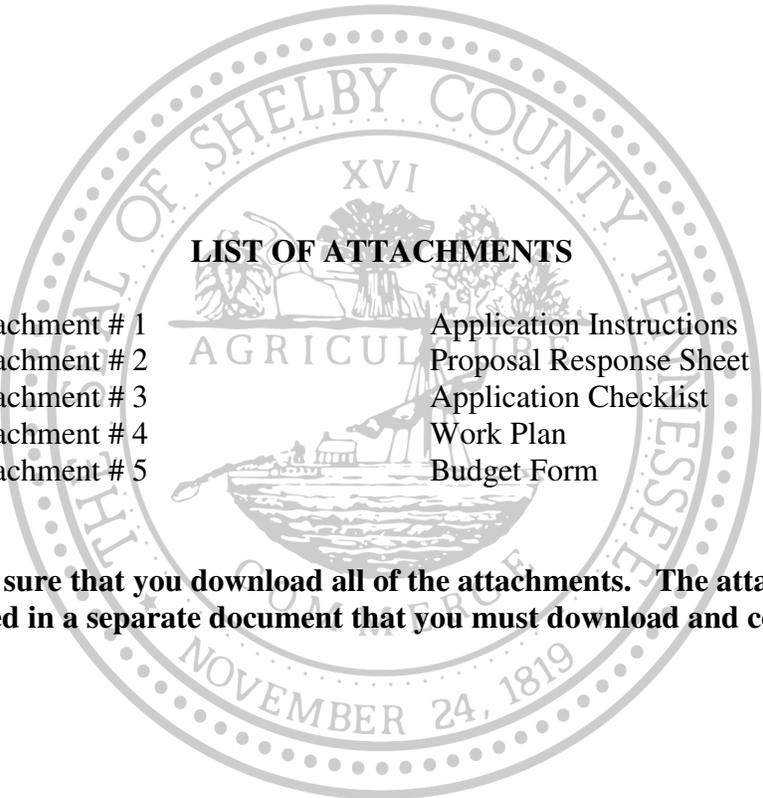
XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by the Regional Community Planning Group's Allocations Committee and the Shelby County Government Project Manager, which may elect to request additional information and/or 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(s) to the Tennessee Department of Health and the Shelby County Government Project Manager; these recommendations will be forwarded to the Shelby County Director of the Division of 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. Agency mission is compatible with the project requirements, and the agency has the capacity to perform the work.
 - ii. Agency demonstrates sound financial and program management practices.
 - iii. Agency demonstrates the ability to present a clear understanding of the nature and scope of the project.
 - iv. Project methodology.
 - v. Previous experience with similar projects.
 - vi. Reasonable cost to the Shelby County Government as outlined in the budget.
 - vii. Time frame for completion.

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 a 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 contents of the proposal of the successful Proposer will become the basis of 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.



LIST OF ATTACHMENTS

- | | |
|----------------|--------------------------|
| Attachment # 1 | Application Instructions |
| Attachment # 2 | Proposal Response Sheet |
| Attachment # 3 | Application Checklist |
| Attachment # 4 | Work Plan |
| Attachment # 5 | Budget Form |

Please make sure that you download all of the attachments. The attachments are contained in a separate document that you must download and complete.