



# Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

## **Request for Proposal**

### **Shelby County Government**

### **Purchasing Department**

160 N. Main, Suite 900  
Memphis, Tennessee 38103

*Issued: December 4, 2013*

**Due: January 21, 2014 no later than 4:00 P.M. (Central Standard Time)**

**RFP # 14-010-21**

### **Operation of the West Tennessee Regional Forensics Center for SHELBY COUNTY GOVERNMENT**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies or professionals for the Operation of the West Tennessee Regional Forensic Center ("WTRFC"). Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

A mandatory pre-proposal conference will be held at 8:30 a.m. CST, Thursday, December 19, 2013 at 637 Poplar Avenue, Memphis, TN 38103. Advance notice of attendance is requested. Submit in writing to [Nelson.Fowler@shelbycountyttn.gov](mailto:Nelson.Fowler@shelbycountyttn.gov) the name of your firm, contact name and telephone number, and number of representatives who will be attending.

All interested respondents will be required to attend this meeting. Failure to attend this meeting will result in the rejection of your bid.

Please be on time, late arrivals will not be allowed to attend.

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 Tuesday, January 21, 2014**. Proposals should be addressed to:

**Nelson Fowler  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 900  
Memphis, TN 38103**

The package containing an original (clearly identified as original), six (6) copies and two sets of CD's of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, OPERATION OF THE MEDICAL EXAMINER, RFP # 14-010-21" noted on the outside.

Sincerely,

**Nelson Fowler  
Shelby County Government  
Purchasing Department**

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

*Please download all of the additional information, Attachments and Exhibits that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government through the Shelby County Health Department. is seeking proposals from interested and qualified professionals for the Operation of the West Tennessee Regional Forensic Center, formerly known as the Shelby County Medical Examiner’s Office. This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Contractor are used interchangeably unless the context indicates otherwise

## II. MINIMUM PROPOSER REQUIREMENTS /QUALIFICATIONS FOR THE RFP:

To be considered for award of this contract, the Provider must meet the following minimum qualifications:

1. Have at least five (5) years experience in the provision of forensic services for a population of greater than 500,000.
2. Have sufficient, competent, and skilled staff to perform the services required.
3. Have skilled senior personnel with substantive experience to perform services required.
4. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
5. Have the central office capability to supervise and monitor the program, ensuring satisfactory provision of services.
6. Have sufficient personnel or sub-contractors available to perform the Services in a timely manner.
7. **Apply and qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*) **prior to submitting your response.**
8. Adhere to all Title VI requirements and provide proof/documentation if necessary.
9. All bids must be accompanied by a bank cashier’s check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for \$50,000.00. All proposal guarantees shall be made out to the COUNTY OF SHELBY.
10. Possess the minimum insurance requirements (**MANDATORY**, please review closely).
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.*

### **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 501, Memphis, TN 38103. The Fax number is 901-222-1101.

*If you have any questions regarding the application, you may contact Purchasing at (901) 222-2252 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  
Shelby County Government  
160 N. Main St. Suite 900  
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Mr. 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 12:00 pm, Monday, December 23, 2013. (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 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 **January 21, 2013@ 4:00 p.m. (CST)**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended?

#### **V. PROPOSAL TIMELINE**

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

<b>Request for Proposals Released</b>	<b>Wednesday, December 4, 2013</b>
<b>Pre-Proposal Conference</b>	<b>Thursday, December 19, 2013@ 8:30 a.m. (CST)</b>
<b>Vendor Written Questions</b>	<b>Monday, December 23, 2013 @ 12:00 p.m.</b>
<b>Proposal Due Date</b>	<b>Tuesday, January 21 by 4:00 p.m. (CST)</b>
<b>Notification of Award</b>	<b>February 2014</b>
<b>Services to Commence</b>	<b>July 1, 2014.</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 in whole or in part 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. If a provider discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify Shelby County of such error in writing and request modifications or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have received this RFP from Shelby County. The provider is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP prior to submitting the proposal or the entire proposal shall be deemed waived.

**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 nor for the presentation of their proposals and/or participation in any discussions or negotiations. The 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 through the execution of the contract with the successful Provider.

**g. Disclosure of Proposal Contents**

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

## **h. LOSB**

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

### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase

order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

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

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

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

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

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

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

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

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

**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 AND INFORMATION

### a. Background

For the past seven years, Shelby County Government has signed an agreement with Forensic Medical Management Services to provide staffing and management services to the West Tennessee Regional Forensic Center. Prior to that time, Shelby County Government had a signed agreement with the University of Tennessee Health Sciences Center to provide staffing and management services for the Shelby County Medical Examiner's Office. The current contract requires the contractor to discharge the responsibilities delineated by the Tennessee Post-Mortem Examination Act, T.C.A. Sections 38-7-101, et seq. This Request for Proposal has been issued by the Shelby County Government with the goal of awarding the contract for operation of the West Tennessee Regional Forensic Center to an entity with experience in the field of forensic pathology and death scene investigation. Listed below are the operational statistics for the past three years.

	<u>2011</u>	<u>2012</u>	<u>2013</u>
Autopsies	701	692	729
Ext Exams	519	529	530
Not Viewed	<u>75</u>	<u>98</u>	<u>127</u>
<b>Total Accepted</b>	1,295	1,319	1,386
Not Accepted	577	1,147	1,289
Cremation Approval	<u>815</u>	<u>1,243</u>	<u>1,477</u>
<b>Total Investigations</b>	2,687	3,709	4,152

### b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Provider selected through a competitive process that has the capacity to work well with Shelby County and the State of Tennessee medico-legal and public health entities and systems in a cooperative manner that is effective and cost-efficient. The center will serve as a regional provider and oversees medicolegal death investigation (MDI) services for all counties that send autopsies to the center. It will serve as the regional forensic center of a defined population, apply uniform standards of investigation for all deaths regardless of the county of origin, and maintain investigative integrity beginning with the scene.

### c. Project Time Frame

The initial contract term will begin July 1, 2014 and end June 30, 2015 with the option to renew for three (3) additional one-year periods beginning July through June with the same terms and conditions and satisfactory performance of all criteria. Shelby County may extend the contract on a year-to-year basis if it appears to be in the best interest of the County and is agreeable with the provider. The Provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County and perform all services indicated in the proposal in compliance with the negotiated contract. The resulting contract will be a "cost-plus" contract in an amount not to exceed an agreed upon ceiling.

**d. Reservation of Rights**

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

**e. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section XII of this document. In its RFP response, each bidder shall 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 successful provider will be chosen based on the qualifications and selection criteria discussed in Sections II and XII of this proposal.

The award will be made to the provider whose proposal is determined to be best in terms of professional and technical completeness. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.

The Providers whose proposals do not meet the mandatory requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful provider, all providers will be notified in writing of the selected firm.

## **IX. PURPOSE**

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

### **A. General Description of Required Performance Outcomes**

The sole purpose and intent of this RFP is to secure the services of a qualified contractor for Operation of the West Tennessee Regional Forensic Center, in accordance with the terms, conditions, and specifications stated herein.

The Contract, at a minimum, must achieve and maintain the performance outcomes listed below, consistent with performance standards agreed to by Shelby County Government through a contract resulting from this RFP. Such outcomes include:

1. Full compliance with the requirements of the Post-Mortem Examination Act, Tennessee Code Annotated Sections 38-7-101, et sequitur and subsequent or future amendments to the Act as they may be adopted during the term of this contract.
2. Continued accreditation of the Office of Medical Examiner by the National Association of Medical Examiners.
3. Reasonable compensation to Shelby County Government for use of the West Tennessee Regional Forensic Center and equipment and supplies furnished by Shelby County Government if used to perform autopsies on cases not defined by TCA Sections 38-7-103 (c) and 38-7-106 (a) as medical examiner cases. Non-Medical Examiner cases are limited in number due to tax-exempt financing of additions and improvements to the facility. The Contract must comply with Internal Revenue Service Rev. Proc. 97-13, which among other things prohibits compensation, directly or indirectly, based on net profits. A copy of this Revenue Procedure is available upon request. In addition, the Contract must include a limitation on procedures benefitting

private entities, the maximum annual number of which (as a percentage of the total annual number of procedures) shall be specified.

4. Adherence to Forensic Autopsy Performance Standards promulgated by the National Association of Medical Examiners.
5. Compliance with guidelines, standards and rules as may be promulgated by the State Office of the Chief Medical Examiner of the State of Tennessee.
6. Provision of 24 hour a day/7 days a week consultation, proactive discussion of all reported cases whenever possible, receive reports of all reported deaths regardless of whether or not medical examiner jurisdiction was accepted, or declined and regardless of the county of death. This information shall be submitted to the State Office of the Chief Medical Examiner (OCME).
7. Establishment and operation of a forensic pathology fellowship program, with the primary training location at the WTRFC, that is accredited by the ACGME. ACGME accreditation is to be maintained and the WTRFC is to actively participate in training forensic pathology fellow(s).

#### **B. Constraints on the Contractor**

Contractor shall not exceed the staffing numbers and base compensation in the Operating Budget without the concurrence of Shelby County Government. Contractor shall not subcontract out forensic pathology services in the performance of these duties, nor provide any subcontracted pathology services at the WTRFC without the express, written consent of Shelby County Government. Any such sub-contract shall be expressly designed to avoid any conflict or appearance of conflict with public or tax-exempt bond financing regulations, guidelines, or laws. Such subcontracting authority shall be limited to fulfilling contractual forensic pathology duties during emergency demands or in the event of staffing shortages, which threaten the performance of the contracted duties.

#### **C. Contract Personnel Requirements**

1. Provide a physician who is board certified by the American Board of Pathology in Forensic Pathology and who is eligible for appointment as, and is subsequently appointed by Shelby County Government as the Shelby County Medical Examiner. In the event of a vacancy in the County Medical Examiner's position following the initial appointment, Contractor shall recruit and provide a pathologist with same qualifications for appointment and under the same conditions as the previously appointed Shelby County Medical Examiner.

2. Recruit and provide additional forensic pathologists as needed.
3. Ensure that all pathologists are board certified or eligible to be board certified in Forensic Pathology by the American Board of Pathology and are licensed under Tennessee Law.
4. Provide a staffing complement of credentialed death investigators, forensic technicians, administrative and clerical staff as necessary to perform the operations of the requested forensic services in an effective and efficient manner.
5. Partner with the State OCME to provide in-person death investigation training at or near the location of the requesting referral county.
6. Require that all persons employed or sub-contracted to perform services under this contract be subject to and pass a background security check and, upon request of Shelby County Government, Contractor shall provide copies of background checks performed on employees.
7. Ensure adherence to Shelby County Government's substance abuse policy.

**D. Contractor's Responsibilities**

1. Fully comply with the requirements of the Post-Mortem Act, Tennessee Code Annotated Sections 38-7-101, et sequitur,
2. Provide all management staff, and support personnel necessary to provide the services (hereafter, "Management Services") necessary to operate the West Tennessee Regional Forensic Center as set forth. Management services include the following general categories without limitation: accounting, office management, human resources, supervision of non-physician and physician employees, including the Chief Medical Examiner, as permitted by applicable law and physician direction and recruiting.
3. Management services provided must be those that are normally and reasonably required by a government serving a comparable size geographic area and population. Management services duties include the following, without limitation: postmortem scene investigation and documentation, examination and documentation of body and autopsy as required, interpretation of laboratory and radiology examinations and reports, and evidence for the Office of the District Attorney of Shelby County or other West Tennessee Counties through expert testimony and appropriate documentation for

litigation involving all investigations, examinations and autopsies begun by Contractor during the term of any contract resulting from this RFP.

4. Provide evidence for expert testimony and appropriate documentation for litigation that requires evidence from the County Medical Examiner/Forensic Pathologist for autopsies performed by the Contractor during the term of any resulting Contract, due to termination or expiration of the contract; or, an expert leaving the employ of Contractor either by termination of contract or by termination of such Contract or by termination of employment with Contractor (hereinafter, "Former Employee"). Proposer shall include in its proposal a written fee and expense schedule for expert testimony of Former Employees. Proposer's contract with employees should include specific language, in the event of termination or expiration of the employment contract, to address responsibilities to cooperate with law enforcement when needed for testimony or trial preparation.
5. Provide evidence of hiring efforts to replace any employee determined to be a key or critical employee in the event of any vacancy. No position is to go unfilled more than 90 days without specific discussions with SCHD Finance Administrator or an appointed SCHD designee regarding the vacancy.
6. Provide time sheets and data reports on a monthly basis to establish compliance with staffing requirements. This will also include participation in any time and attendance system that may be implemented by Shelby County Government.
7. Provide such epidemiological public health data and reporting as may be requested and obtainable through the performance of forensic pathology and death investigation services. The intention of this requirement is to provide information to advance the health of the community. The Provider shall use the statewide electronic case management system through the State of Tennessee Office of the Chief Medical Examiner (OCME), once available, for interoperability, daily workflow management, mass fatality events, and statewide data collection.
8. Participate fully in development and implementation of public health emergency preparedness and response plans and activities, including but not limited to those related to mass casualties.
9. If it appears that any budgeted amount (reference Section VI of this RFP) is inadequate in the opinion of Contractor, Contractor shall so inform Shelby County Government, and Shelby County Government shall have the option of increasing the budget by a mutually agreed upon amount, or of canceling the Contract.
10. In the event of termination or expiration of any resulting Contract, Contractor agrees that Shelby County Government shall be allowed to offer employment with Shelby

County Government to any employee of Contractor engaged in performing services under such Contract at the West Tennessee Regional Forensic Center (All employees hired by Proposer in contemplation of a resulting Contract are employees of Contractor and not Shelby County Government).

11. Shelby County Government shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor must understand that it cannot claim exception from taxes by virtue of any exemption that is provided to Shelby County Government.

#### **E. Shelby County Government's Responsibilities**

The responsibilities of Shelby County Government shall include:

1. Permit the Contractor to use the WTRFC for purposes provided under any resulting Contract to provide the services requested by this RFP.
2. Permit the Contractor to use all equipment and supplies located in the WTRFC, provided that the Contractor shall return to Shelby County Government any equipment and unused supplies at the termination of the Contract in good condition, less normal wear and tear, whether located in the WTRFC on the Commencement Date or purchased through the Operating Budget.
3. If Shelby County Government enters into a Cost-Plus-or-a-Fixed-Fee arrangement with the Contractor, pay Contractor in equal payments on the fifteenth day of each month, 1/12 of the annual Contractor's Operating Budget, including Management Fee, for the first 11 months of the year. Final payment, if necessary, will be made within 45 days of completion of that year's annual reconciliation of Contractor's Operating Expenditures.
4. If Shelby County Government enters into a Cost-Plus-or-a-Fixed-Fee arrangement with the Contractor, Contractor will provide an Operating Budget, based on what Shelby County Government and Contractor agree are reasonable estimates of the costs that Contractor will incur in providing services under any resulting Contract.

#### **F. Reporting Requirements**

These include:

1. Contractor shall promulgate all reports in compliance with report requirements as provided by Tennessee statutes, rules, and regulations, and in a form reasonably acceptable to Shelby County Government.
2. Contractor shall provide all reports reasonably necessary for Shelby County

Government and the State to adequately monitor compliance with bond covenants and federal tax requirements related to the tax-exempt financing of the WTRFC.

3. Contractor shall provide all staffing reports and financial reports as required by Shelby County Government.

T.C.A. §10-7-503(a) mandates that all State, County and Municipal records shall, at all times during business hours, be available for personal inspection by any citizen of Tennessee. Any information which is identified in a proposal responding to this RFP as proprietary or confidential is therefore subject to inspection and Shelby County assumes no liability for any information so identified and divulged pursuant to a request under T.C.A §10-7-503(a).

## **X. CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a written contract, which will include at least the terms and conditions set forth herein below, and/or such additional terms, and conditions favorable to Shelby County as may be customary and/or reasonable under the circumstances.

### **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. (a) The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract. (b.) Provider shall not require its professional staff to sign a non-compete agreement that would prohibit those employees from providing professional services to other counties or regions of the State of Tennessee.
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 pled 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.

In the event of the filing of a petition in bankruptcy by or against the successful provider, Shelby County shall have the right to terminate the contract upon the same terms and conditions as a termination for default.

In the event of the filing of a petition in bankruptcy by or against successful provider, the successful provider shall immediately so advise Shelby County Government. The successful provider shall assure that all tasks related to the successful provider are performed in accordance with terms of the contract.

(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 one hundred twenty (120) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

(f) Shelby County may terminate the contract for cause whenever it determines that the successful provider has failed to perform its contracted duties and responsibilities in a timely and proper manner and is unable to cure such failure within a reasonable period of time as determined by Shelby County, taking into consideration the gravity and nature of the default, or if the successful provider shall violate any of the terms of the Contract. Such termination shall be referred to herein as "Termination for Default." Shelby County shall withhold payments in excess of fair compensation for work completed, and shall require the successful provider to repay to Shelby County any funds expended in contravention of the contract. The Provider shall further have the ability to terminate the contract for cause.

(g) The rights and remedies of Shelby County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The successful provider shall not be relieved of its liability to Shelby County for damages sustained by virtue of breach of the contract.

(h) Shelby County or Provider may terminate the contract for convenience without cause by giving written notice to the other party, at least one hundred twenty (120) days before the effective date of such termination, if for any reason Shelby County or Provider determines that such termination is in the best interest of Shelby County.

In the event of termination of the contract for convenience, the successful provider shall be entitled to receive, and shall be limited to, just and equitable compensation for any satisfactory authorized work completed as of the termination date.

(i) In the event that local or state funds for the contract become unavailable, the Shelby County Government shall have the right to terminate the contract without penalty and upon the same terms and conditions as a termination for convenience. Availability of funds shall be determined at the sole discretion of the Shelby County Government by giving 90 (ninety) days written notice to the successful provider.

(j) In the event that the facility is damaged by fire or other casualty and that as a result of the damage any threat is posed to the safety, health or security of the staff and/or the public, the Shelby County Government shall have the right to terminate the contract, upon notice and without penalty.

The provider shall be entitled in such event to receive just and equitable compensation for work completed as of the termination date.

**The procedure on termination shall be as follows:**

Upon delivery by certified mail to the successful provider of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the successful provider shall do all things possible to terminate its services in a cost effective manner to operate and manage the facility as quickly, safely and efficiently, as possible with the utmost cooperation.

5. Subcontracting, Assignment or Transfer. The successful provider will give full attention to the faithful execution of the contract, will keep the contract under its control, and will not by power of attorney or otherwise assign the contract to any other party.

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

(b) Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Consultant for a period of one

year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Consultant's services or operations provided to the County.

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

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

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

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid, or unenforceable provision as may be possible, and be legal, valid, and enforceable.

15. No Waiver of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request from the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction, and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, Provider understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status and Authority. (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.

25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

## A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

(b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save, and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

(f) Provider agrees to indemnify, hold harmless and assist the county from and against any and all claims against county regarding, pertaining to and/or arising from the provision of medical services, including but not limited to medical, pharmaceutical, dental and psychiatric services, health care personnel, and program support services pursuant to a contractual arrangement with the County or otherwise.

(g) Provider and County agree to notify the other in writing within thirty (30) days after either has received written notice of a claim. The County's defense including but not limited to legal fees and costs shall be at provider's cost and provider shall timely pay all such reasonable defense and legal fees and costs (to be) incurred by the County. Provider must, in the event of litigation, utilize counsel acceptable to County and also advise County of its defense strategy (ies) in advance and may not assert any defense without giving written notice of same to County. The County, if a named party, shall have the right to determine the forum for defense if more than one option exists.

Provider shall pay all costs associated with removal to any federal jurisdiction, whether or not at the direction of the County. Provider shall provide County with copies of all medical records that are the subject of any litigation matter, without cost to County, and shall make any health care provider and/or expert available to the County upon its request and at no cost to the County.

(h) Provider shall in addition to its other agreements and obligations disclosed above indemnify, defend (with counsel acceptable to County), and hold harmless County and its elected officials, employees, agents and representatives from and against the following:

(i) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Provider, its officers, employees and/or agents, in connection with the performance of its contractual obligations and/or provision of services.

(ii) Any claims for services rendered to Provider by any person or firm performing or supplying services, materials or supplies in connection with the performance of Provider's contractual obligations and/or provision of services.

(iii) Any claims or losses to any person injured or property damage resulting from the negligent acts or omissions of Provider, its officers, agents or employees in the performance of its contractual obligations and/or provision of services.

(iv) Any claims or losses resulting to any person or firm injured or damaged by Provider, its officers, agents or employees by the publication, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in a manner not authorized by the contract, or by federal or state regulations or statutes. Any failure of Provider, its officers, agents, or employees to observe Tennessee law, including but not limited to, labor laws and minimum wage laws.

(v) Any claims, damages, penalties, costs, and attorney fees arising from any failure of Provider, its officers, employees, and/or agents, to observe applicable laws, including but not limited to, labor laws and minimum wage laws.

(vi) In the event that the County, its elected officials, employees or agents are sued for any claims, damage, costs and/or attorney fees for injuries or damages arising from the negligent or intentional acts or omissions of Provider, its officers, employees and/or agents, in connection with the performance of this Agreement, it's contractual obligations, and/or provision of services.

2. Insurance Requirements. The Provider must include in its proposal certificates of insurance that the below listed minimum insurance requirements are in force and furnish proof of same for the Jail

and Corrections. The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

### **PROFESSIONAL SERVICES/CONSULTANT PROJECTS GREATER THAN \$1,000,000**

#### ***Minimum Limits of Insurance***

Consultant/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//\$3,000,000 General Aggregate Premises Operations/\$3,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees, volunteers, and members of boards, agencies, and commissions will be listed as additional insured regarding operations under this program. The insurance shall include coverage for the following:
  - a) Premises/Operations
  - b) Products/Completed Operations
  - c) Explosion, Collapse, & Underground property coverage, if applicable
  - d) Contractual
  - e) Independent Contractors
  - f) Broad Form Property Damage
  - g) Personal & Advertising Injury
  - h) Sexual Harrasment

A copy of the policy endorsement showing the additional insureds will be included in documents provided to Shelby County Government by provider's insurance agent/broker/company.

- 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. Coverage is to be provided on all:
  - a) Employers' Liability Coverage for \$1,000,000 per accident;
  - b) Employers' Liability Disease each employee \$1,000,000; and
  - c) Employers' Liability Disease Policy Limit \$1,000,000

The provider's workers compensation policy will include the following endorsement: WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT: (form WC 00 03 13) A completed copy of this form will be included in documents

provided to Shelby County Government by provider's insurance agent/broker/company.

- 4) Professional Liability Insurance – Medical Malpractice or professional liability covering the provider and all professionals employed or contracted by successful provider, in minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Should provider carry “claims made” insurance, the provider must purchase a “tail” to cover claims made through the statute of limitations.
- 5) Third Party Employee Dishonesty Coverage minimum limit of \$25,000 per employee or \$50,000 per claim.
- 6) All Risk coverage on provider's property, equipment, furnishings, and improvement and betterments. Provider will waive its right of subrogation against the County in regards to its property. **(Shelby County will NOT waive its right to subrogate against Provider in the event of damage to Shelby County property.)**
- 7) Cyber Liability – minimum limit of \$500,000 per incident
- 8) Employment Practices Liability – minimum limit of \$500,000 per claim
- 9) Umbrella Liability – minimum limit of \$10,000,000 Aggregate

Self insured retentions or deductibles of \$50,000 or over per loss or claim must be reviewed and agreed to by Shelby County Government prior to commencement of work under this program.

All policies will provide for sixty (60) days written notice to Shelby County of cancellation of coverage provided, except 10 days notice for 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 Contractor will provide immediate notice to Shelby County.

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

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. Any insurance company of the Provider shall be authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of “A-” and a Financial Size Category of “X.”

- 7) *Bid Bond* – Payable to Shelby County Government in the amount of \$ 50,000.00 must accompany each proposal when submitted.

The provider shall furnish Shelby County with proposal security in the form of a bid bond, cashier's check, a certified check drawn on a national or Tennessee bank, or satisfactory proof of an escrow account titled for the benefit of Shelby County, in the amount of \$50,000.00. Any of these instruments will serve as a guarantee that a Provider who receives notice of Shelby County's intent to award a contract will fulfill all requirements of this request for proposal. If the successful provider defaults in so doing, the bid bond shall become the property of Shelby County.

Any bid bond shall be written by the surety company authorized to do business in the State of Tennessee and signed by a Tennessee licensed resident agent and otherwise acceptable to Shelby County Tennessee in its sole discretion. This bid bond shall accompany the proposal and shall be immediately effective, and shall not be due to expire, according to its own terms, until the contract has been fully executed by all parties. The bond shall be accompanied by a duly authenticated or certified document, in duplicate, evidencing that the person executing the bond on behalf of the surety is a licensed Tennessee agent for the bonding company. The authority to so execute the bond should be conferred prior to the date of the bond, and the document showing the date of appointment and enumeration of powers of the person executing the bond must be accompanied by a certification that the appointment and powers have not been revoked and remain in effect. The provider agrees that the date of certification above described shall be the same date as the date the bond is issued by the provider and/or his surety.

The cost of the bid bond shall be borne by the provider.

*The bid bond will be returned to all unsuccessful providers as soon as practicable after the opening of the proposals and/or termination of negotiations and to the successful provider upon the execution and submission of all contract documents, bond and insurance.*

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

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

funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 4:00 pm (CST) on January 21, 2014, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original copy (clearly identified as original) six (6) copies and two (2) CD's of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposer's name and "**CONFIDENTIAL, OPERATIONS OF THE MEDICAL EXAMINERS OFFICE, RFP #14-010-21**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the

proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

### C. PROPOSAL FORMAT

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

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm:
  - a. Name and address of the provider;
  - b. Name, title and telephone number of the contact person for the provider;
  - c. A statement that the proposal is in response to this RFP; and
  - d. The signature, typed name, and title of the individual who is authorized to commit the provider to the proposal.
2. Comprehensive Response

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered nonresponsive.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its proposal.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer approach and ability to meet

County's needs, as stated in the RFP. All copies of the proposal should be bound in a three (3) ring binder for uniformity and ease of handling. The tabs in the notebook should be as follows:

Tab 1 Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the service. Include the name(s), telephone number(s), and e-mail address(s) of the authorized contact person(s) concerning proposal.

Tab 2 Business Plan

Include:

1. Description of the proposed contract team and the role to be played by each member of the proposed team.
2. Company achievements in providing medical examiner services
3. Corporate office and local (facility) organizational structure
4. Accreditation experience
5. Financial statements, four (4) years, audited

Tab 3 Compensation and Cost Data – Insert in this Tab:

1. Cost and Fees – Price Proposal (*Exhibit I is listed as a separate attachment*). This portion of the proposal should include the total actual cost proposed for a twelve (12) month period using the referenced formats. Proposal should include an inflationary formula not to exceed a maximum of 3.0% annual increase for subsequent years of the contract beginning after June 30, 2014. Furthermore, if the County's budget doesn't increase, the provider will be expected to not increase the cost of service from the prior year.
2. RFP should include a **proposed compensation range** for the job classification of FTE's included in the cost proposal. This information should be provided by the Provider on **Exhibit II, listed as a separate attachment**.

3. The successful provider will bear all costs to select, purchase, install and maintain any additional equipment and furnishings, and to maintain all existing equipment and furnishings required for the delivery of the health services. [Any such items will become the property of Shelby County should the contract between the successful provider and Shelby County be terminated by either party.]
4. Any remuneration to Shelby County Government of a revenue obtained through government.

Tab 4 Corporate Experience and Capacity –

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. Strategic Planning and Consultation - The provider will indicate its capability for strategic operational planning and medical, medicolegal and administrative consultation.
- f. The Provider will describe all current contracts for comparable services, including:
  1. Client demographic and health status profile
  2. Date of original contract
  3. Type/size

4. Name of facilities
5. Accrediting agencies of facilities

Tab 5 Personnel Services

1. In this section, the provider should discuss the following topics:
  - a. Recruitment practices
  - b. Equal employment opportunities
  - c. Licensure/certification requirements
  - d. Staff training and personnel development
  - e. Orientation of new personnel
  - f. Continuing education
  - g. In-service training
  - h. Job Descriptions
2. Include a description of the provider's recruiting capabilities, experience in recruitment, and ability to respond to recruitment needs prior to the start of the contract.
3. Attach resumes of all personnel who will be involved in the operation of the Medical Examiner's Office and its services.

Tab 6 Policies and Procedures - The proposal will indicate the method the provider will follow in establishing and revising operating and employment policies and procedures

Tab 7 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.

Tab 8 Accreditation - The proposal shall address the provider's plan to maintain accreditation with NAME

Tab 9 Litigation - The proposal must include the following information regarding any litigation in which the provider was a named party arising out of the provision of pathology, forensic or MDI services during the past 60-month period.

- a. Title and jurisdiction of the litigation
- b. Disposition of the litigation
  - i. Number of cases dismissed.

- ii. Number of cases where damages were awarded or settled.
  - iii. Provide descriptive summary of the case
  - iv. Amount of damages awarded or settled in each case
- c. Provide information for every award or settlement as to the reason for such award or settlement, i.e., nature of deficiency.

Tab 10 Acceptance of Conditions - Indicate any exceptions to the general terms and conditions of the RFP, the insurance requirements, the Contract for Services, and any other requirements listed in the RFP

Tab 11 Additional Information

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

## **XII. PROPOSAL EVALUATION AND SELECTION**

Each proposal will be evaluated in five (5) categories: price, corporate stability, including qualifications of onsite management staff, experience, references, and quality of the response. Each category is assigned a maximum point value and each is given a minimum value. If the minimum value is not met in any one category, the provider will be disqualified. The categories will be evaluated as follows:

### **POINT ASSIGNMENT**

- 30 PTS. A. Price.** All responses will be rated from the common reference point of a single dollar figure for delivery of forensic services as described for one year and will be rated using an assigned point range, maximum of 30 points.
- 15 PTS. B. Corporate Stability.** Each Provider will be evaluated in the following areas:
1. Financial stability as determined by review of audited financial reports. The provider's current audited financial reports for the previous four fiscal years must be submitted with the proposal.

2. Ability to perform and manage the proposed program, including background and experience of onsite management staff. This category will be rated using an assigned point range, maximum of 15 points.

**20 PTS. C. Experience.** Each provider will be evaluated in two areas:

1. Experience in forensic services. This category will be rated using an assigned point range, a maximum of 15 points.
2. Other related experience in pathology, forensic and/or medicolegal services. This category will be rated using an assigned point range, maximum of 5 points.

**10 PTS. D. References.** References will be contacted and rated based upon their satisfaction of services provided. This category will be rated using an assigned point range, maximum of 10 points.

**25 PTS. E. Quality of Response.** Each response will be evaluated to determine:

1. Provider's understanding of the project.
2. If all terms are discussed clearly and succinctly. This category will be rated using an assigned point range, maximum of 25 points.

**TOTAL: 100 Points Maximum**

**EACH PROPOSAL WILL BE EVALUATED INDEPENDENT OF THE OTHER.**

**A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

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

### 3. Oral Presentation.

The Shelby County Government reserves the right to interview, or requires an oral presentation from, any respondent for clarification of information set forth in the Proposer's response. In this regard, at the discretion of the evaluation committee, some or all Proposers who submit an Proposal in response to this RFP may be asked submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer.

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

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

## **B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. 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(s) 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)'s fees and scope of work or utilize their own resources for such work.

Shelby County Government reserves the right to award this proposal based on individual sites, or a total best bid to one vendor.