



Shelby County

Tennessee

Mark Luttrell, Jr. Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: January 04, 2016

Due: January 25, 2016 no later than 4:00 P.M. (Central Standard Time)

RFP # 16-001-33

**PROFESSIONAL LIABILITY INSURANCE
FOR REGISTERED NURSES AND NURSE PRACTITIONERS EMPLOYED BY SHELBY
COUNTY GOVERNMENT
SHELBY COUNTY HEALTH DEPARTMENT and THE RAPE CRISIS CENTER**

Shelby County Government is soliciting proposals for the provision of Professional Liability insurance to cover the Registered Nurses and Nurse Practitioners who are employed by the Shelby County Health Department and The Rape Crisis Center. The RFP is located on the County's website at www.shelbycountyttn.gov. Go to Online Services and click on "Purchasing Bids" to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 222-2250 to request a copy.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government.

Proposals must be received in the office of the Administrator of Purchasing no later than January 25, 2016 at 4:00PM Central Time. Proposals should be addressed to:

**Tosha Davenport
Shelby County Government
160 N. Main, Suite 900
Memphis, TN 38103**

The package containing the original and four (4) hard copies and one digital copy of your proposal must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – RFP 16-001-33 PROFESSIONAL LIABILITY INSURANCE FOR REGISTERED NURSES AND NURSE PRACTITIONERS EMPLOYED BY SHELBY COUNTY GOVERNMENT - SHELBY COUNTY HEALTH DEPARTMENT and THE RAPE CRISIS CENTER"** noted on the outside.

Sincerely,

Signed Original On File
Shelby County Government Purchasing

cc: Louise Horton, Finance Department

I. INTRODUCTION

Shelby County Government Department of Finance (the “County”), is seeking proposals from interested and qualified insurance agents/brokers and insurers to provide PROFESSIONAL LIABILITY INSURANCE FOR THE INDIVIDUAL REGISTERED NURSES AND NURSE PRACTITIONERS EMPLOYED BY SHELBY COUNTY GOVERNMENT AT THE SHELBY COUNTY HEALTH DEPARTMENT AND AT THE RAPE CRISIS CENTER. These employees provide health care services to the public through the Shelby County Health Department’s (Health Department) clinics and school based programs. These Shelby County employees work under the supervision of the Health Department’s Director of Nursing and Medical Director and the physicians employed by Shelby County Government. The professionals at The Rape Crisis Center provide twenty-four hour services to victims of sexual assault and abuse. They work under the direction of Center’s Medical Director.

This Request for Proposal (“RFP”) is being released to invite interested and qualified agents/brokers and insurers to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected to provide the Insurance outlined in this RFP. In this RFP, the terms Proposer, Provider, Insurer and any participating Insurance Agent or Broker are used interchangeably unless the context indicates otherwise. All specifications, described herein, shall be considered minimum requirements which shall be met by the Proposers. To be considered, the proposer must provide a proposal for the coverage as specified in this RFP. If you have other coverage or options to propose they may be submitted on a separate sheet within the proposal packet.

II. MINIMUM PROPOSER REQUIREMENTS

All Agents/Brokers must:

1. Possess the proper license to write property and casualty insurance in the State of Tennessee, and
2. Have a minimum of five years’ experience servicing, underwriting and providing property and casualty insurance coverage for health care practitioners and governmental entities in Tennessee, and
3. Have sufficient staff experienced in handling medical malpractice insurance policies and claims, particularly for public health providers and governmental entities.
4. The broker or agent for the insurer must complete the attached Forms 1, 2, and 3 included in this RFP. If the insurer is a direct writer, an authorized representative from that company must complete Forms 1, 2, and 3.
5. Insurer(s) must be rated at least A-: X in the latest edition of the Best’s Key Rating Guide
6. Include a specimen copy of the proposed policy and forms applicable.
7. **Apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration prior to submitting your response. EOC Administration (*see details outlined in Section VII General Requirement/e. Selection Criteria*)
8. Adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i.
9. Adhere to all Title VI requirements and provide proof/documentation if necessary.

10. A written statement of compliance to Title VI and the Living Wage Ordinance must be provided with your response. Please see page 7, item H for the Living Wage Ordinance.

III. CORRESPONDENCE

All administrative correspondence, including proposals, and questions concerning the RFP are to be submitted to:

**Tosha Davenport, Purchasing Specialist
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at tosha.davenport@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 question. *IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, ORAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be January 14, 2016 at 12:00 p.m. (CST).*

These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.

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

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link “Vendor Registration”. Please download the application instructions and read thoroughly prior to accessing the application.

***You may respond to this solicitation prior to receiving vendor approval providing you submit an application. Please include a copy of the confirmation email (in your original RFP copy only) received after submitting your application.*

If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than January 25, 2016 at 4:00PM Central time. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

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

| | |
|--------------------------------|-------------------|
| Request for Proposals Released | January 04, 2016 |
| Proposal Due Date | January 25, 2016 |
| Notification of Award | Mid February 2016 |
| Services to Commence | February 28, 2016 |

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

PROPOSAL CONDITIONS

A. Contingencies.

This RFP does not commit the County to purchase Insurance. 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 and must provide the minimum required coverage per the specifications. You may provide alternative proposals but to be considered you are required to provide a proposal responsive to the specifications. 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 sixty (60) calendar days from the due date unless otherwise qualified.

G. LOSB

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

(i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.

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

(iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.

(iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to

the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

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

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

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

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

a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;

b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;

c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

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

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

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

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

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

H. Living Wage

Shelby County Government Ordinance # 328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*please do not forget to download ALL the additional attachments*).

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Background

Shelby County Government elected to self-insure its liability exposures as provided by Tennessee Code Annotated Governmental Tort Liability Act (GTLA) §29-20-101 et seq. As the GTLA excludes coverage for certain health care practitioners, including Registered Nurses and Nurse Practitioners, the County purchases commercial insurance for that exposure.

Shelby County Health Department is a department of the Shelby County Government. The Shelby County Health Department provides medical care at several sites throughout the county as listed in Attachment #3. The Rape Crisis Center provides services at one location, 1750 Madison Avenue.

The current carrier is One Beacon – Homeland Insurance Company of New York. The current policy term is 02/28/2015 to 02/28/2016. The proposed policy term is 02/29/2016-02/28/2017 with an option to renew for three additional one year terms. This policy includes Claims Made Professional liability, Occurrence Based General Liability and Claims Made Employee Benefits Liability. Expiring annual premium is \$40,843.00 plus surplus lines tax

of \$2,042.15 for a total of \$42,885.15. A copy of the current policy is included in this RFP as Attachment 5.

The named insured shall be: Shelby County Government, Division of Health Services dba The Shelby County Health Department and Shelby County Government, Division of Community Services dba The Rape Crisis Center. Coverage will be provided for all the individual Registered Nurses and Nurse Practitioners employed at both facilities.

Minimum coverage requirements and limits are set forth in Attachment 1.

Attachment 2 provides information regarding surplus lines insurance. Per Tennessee statute surplus lines insurance cannot be considered if the coverage is available from an insurer admitted in the State of Tennessee.

Applications for coverage completed by the Shelby County Health Department and The Rape Crisis Center are provided as Attachment 3.

Claim Information for the past 4 years is included as Attachment 4.

You may provide separate quotes for additional or optional coverages or limits and endorsements which you believe would be beneficial to the County, however your proposal **must** respond to the minimum requirements for consideration.

B. Scope of Services

Provision of Professional Liability/Medical Malpractice Insurance for the Registered Nurses and Nurse Practitioners employed by Shelby County Government. The coverage is to be written on a claims-made basis with a retroactive date of **February 28, 2003** for the professionals employed at the Memphis and Shelby County Health Department and a retroactive date of **August 18, 2010** for the Shelby County Health Department (name was changed when Health Department was no longer partially funded by the City of Memphis) and a retroactive date of **July 1, 2009** for the Mid-South Sexual Assault Resource Center, which is the date Shelby County took over operation of the Memphis Sexual Assault Resource Center program from the City of Memphis; and a retroactive date of **December 8, 2011** for the current operation of The Rape Crisis Center. Attachment #3 provides applications completed by the Health Department and The Rape Crisis Center for the coverage requested. Upon selection of provider, original applications will be completed and signed by the proper authority. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed.

C. Purpose

The purpose of this RFP is for the acquisition of Medical Malpractice Insurance for employees of the Shelby County Health Department and The Rape Crisis Center. The County wishes to purchase insurance from the best-qualified Broker/Agent and Insurer selected through a competitive process that will work well with the County in providing insurance coverage in a manner that is cost-effective and practical.

D. Special Terms and Conditions

The following special terms and conditions shall be applicable to the Proposer or the insurance coverage:

- The County will not accept 'market blocking' by agents or brokers in the proposal process. Firms that engage in 'market blocking' are deemed to be acting detrimentally to the interests of the County and may be prohibited from providing insurance or related services to the County in the future. Each Proposer must complete the certification attached Form #2 of this RFP.
- Total premiums and surplus lines tax, if applicable, for the specified coverage must be indicated on Form #3. This form is also to include information regarding all income, commissions or fees for this policy. Please include a breakdown of the premium between the Health Department and The Rape Crisis Center as we must have separate billings for each entity. Premium should be agency bill. Premium financing or installment options are not required. Premium will be prepaid for the annual term.
- Upon purchasing this coverage, Shelby County Government waives the tort liability limits as provided in the Governmental Tort Liability Act, T.C.A. 29-20-101 et seq. The policy is to be endorsed to this effect.
- Policy renewal – Insurer shall agree to advise the County a minimum of 30 days prior to the policy's renewal date of its intentions regarding renewal, and provide the rate/premium and coverage changes, if any, for the ensuing policy term.
- Policy must provide a minimum of sixty (60) days written notice of cancellation or non-renewal by the company except for non-payment, in which event the notice period shall be ten (10) days.

E. 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.

F. Selection of Proposer/Provider

Proposers are advised that the lowest cost proposal will not necessarily be selected to provide Insurance, as the selection will be based upon qualification criteria as determined by the County.

VIII. Other Requirements

By submission of a response to this RFP the Proposer hereby agrees the following will become a binding part of the final contract:

A. General Requirements

1. **Control.** All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. **Provider's Personnel.** The Provider certifies that it presently has adequate qualified personnel to perform all proposed Services. All services 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 Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this RFP.

3. **Independent Status.** (a) Nothing in this RFP 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 contractor over the details and means for performing its obligations to provide the Services. Anything in this RFP which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this RFP or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider will follow the desires of the County only as to the intended results of the scope of this RFP.

(b) It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for Services performed (not wages) and that invoices submitted to the County by the Provider for Services performed shall be on the Provider's letterhead.

4. **Termination or Abandonment.** (a) It shall be cause for the immediate termination for the provision of the Services if 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) Provider subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this RFP 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 the Provider assets.

(b) The County may terminate the Services upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the Services specified under this Contract.

(c) The Services may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

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

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

5. **Assignment or Transfer.** Any assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either Provider or the County is prohibited unless by written consent of the other party. No assignment, delegation or transfer shall relieve the Provider from performance of its duties. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or subcontractors. 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 cost of the Services 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, subcontractor 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 RFP, 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 of this RFP. 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 Provider and the County will be referred to the Shelby County Contract Administrator or his/hers duly authorized representative, whose decision regarding same will be final.

10. **General Compliance with Laws.** (a) If required, the Provider certifies that it is qualified or will take steps necessary to qualify 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, and the Americans with Disabilities Act (ADA).

(c) The award of the RFP will be interpreted in accordance with the laws of the State of Tennessee. The Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of the Services 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 the Services required by this RFP 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. **Matters To Be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this RFP are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of the Services.

13. **Subject To Funding.** The Services are subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for the Services are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then the Services will be terminated. In the event of such termination, the Proposer/Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

14. **Travel Expenses.** All travel expenses shall be assumed by the Provider and shall not be billed to the County.

15. **Incorporation of Other Documents.** (a) The Provider shall provide Services pursuant to 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.

16. **Small and Minority Firms and Women's Business Enterprise.** The Provider shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.

17. **No Waiver of Proprietary Interest.** Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Provider, the 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 the Provider due to Services performed pursuant to this RFP is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

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

(b) The execution, delivery and performance of the Services 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 Provider 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.

19. **Warranty.** The Provider warrants to the County that the Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County.

20. **INDEMNIFICATION AND INSURANCE REQUIREMENTS.**

1. **Responsibilities for Claims and Liabilities.** (a) The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, 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 Agreement or in the performance of the duties hereunder, whether performed by the Provider, its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of the proposed Services.

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

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

(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 the proposed Services.

(e) The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any

claim or suit made or filed against the Provider or its subcontractors regarding any matter resulting from or relating to the Provider's obligations under the Services provided by the RFP and will cooperate, assist and consult with the County in the defense or investigation thereof.

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

(a) Professional Liability/Errors and Omissions coverage with minimum limit of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate. Insurer to be rated A- or better by A. M. Best & Co.

(b) Commercial General Liability - Minimum limit of \$1,000,000.00 per occurrence single limit for bodily injury and property damage.

(c) Worker's Compensation – Provider will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.

21. **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 the 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 the Services provided by the RFP and make such materials available at their offices at all reasonable times during the period of the Services and for three (3) years from the date of payment for the Services for inspection by the County or by any other governmental entity or Provider participating in the funding of the Services, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. 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 addendum (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. Proposals must be received by no later than 3:00 pm on Wednesday, January 30, 2016 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. An original and four (4) hard copies and one digital copy of the written proposal are required.
2. Each proposal should contain a copy of the most recent annual report, audit or other financial data that reflects the solvency of the insurance company.
3. The package containing the original and copies must be sealed and marked with the Proposer's name and "SHELBY COUNTY GOVERNMENT RFP# PROFESSIONAL LIABILITY INSURANCE FOR REGISTERED NURSES AND NURSE PRACTITIONERS EMPLOYED BY SHELBY COUNTY GOVERNMENT."
4. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
5. 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.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:

- a. A statement that the proposal is being submitted in response to the Request for Proposal – SHELBY COUNTY GOVERNMENT RFP 16-001-33; PROFESSIONAL LIABILITY INSURANCE FOR REGISTERED NURSES AND NURSE PRACTITIONERS EMPLOYED BY SHELBY COUNTY GOVERNMENT.
- b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that:
 - (i) the Proposer’s signatory is an agent authorized to submit proposals on behalf of the organization/firm;
 - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
 - (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
 - (iv) the offer made in the proposal is firm and binding for 60 days after receipt of the proposal by the County; and
 - (v) all aspects of this RFP and the proposal submitted are binding for the initial term if this proposal is selected.

2. Cost and Fees

- a. Provide the premiums and fees for Insurance on the attached Form #3 of this RFP.
- b. Explain any assumptions or constraints in a price proposal for Insurance.
- c. Explain any additional charges or fees in the proposal not listed in Form #3. Provide separate sheet for optional proposals. To be considered you must have a proposal for coverage as required in the RFP.

3. Experience and Services

- a. Management Summary – Provide a cover letter indicating the underlying philosophy of your firm in providing Insurance. Provide information documenting your firm’s qualifications to produce service and coverage in the event of a claim including outcomes, ability, capacity, skill, financial strength and number of years’ experience in providing the said coverage.
- b. Provide information regarding any Loss Control/Risk Management services included by carrier at no additional charge, as well as any other services available.

- c. Describe loss adjusting and claims handling. Does insurer have a local representative or use independent appraisers?
- d. Complete the Broker/Agent Questionnaire, Form #1.
- e. Customer Listing – Provide references of at least two clients similar in size and scope for the past three years for similar coverage and services as requested in this RFP. Information for each client should include the following: Name, address, description of services provided, time period of the contract, client's contact reference name and telephone number.
- f. Conditions – Complete and include Form #2, Certification Form.
- g. Complete Form #3 – Attach additional pages as necessary. To be considered your response **must** provide the minimum requirements as specified. If you are presenting alternative proposals indicate that these documents are alternative proposals. Indicate any exceptions to the general terms and conditions of the RFP and any other requirements listed in the RFP. Describe in detail the insurance coverage and services proposed. Include specimen policies, forms and endorsements or manuscript forms proposed.

IX. 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. Understanding of the coverage and services required by the County.
- b. Quality and responsiveness of the proposal.
- c. Demonstrated competence and professional qualifications necessary for satisfactory coverage and services in the event of a claim.
- d. Recent experience in successfully handling claims for similarly situated entities with similar coverage.
- e. References.
- f. Background and related experience of the specific individuals to be assigned to this account.
- g. Loss Control and Risk Management services included.
- h. Proposed cost and compensation.

B. PROPOSAL AWARD

Proposal award will be based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

The County reserves the right to negotiate any portions of the successful Proposer's premiums, rates and/or fees and scope of Services.

XI. 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 determined by the County.