



Shelby County
Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: July 5, 2016

Due: August 3, 2016 no later than 3:00 P.M. (Central Standard Time)

RFP #16-005-76

PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION

(Division of Community Services)

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of HIV. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A Voluntary pre-proposal conference will be held on July 20, 2016 @ 10:00 a.m. and 1:00 p.m. to address your questions and provide additional information for this proposal. These meetings will be conducted at 160 N. Main, 2nd Floor Conference Room. All interested respondents may attend one of the two meetings. You do not need to attend both sessions as the same information will be presented at each. If you plan to attend, you must contact the Purchasing Department via email at

carla.hayes@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing no later than 3:00 p.m. on August 3, 2016. Proposals should be addressed to:

Carla Hayes, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 900
Memphis, TN 38103

The package containing one (1) original (clearly identified as original) and seven (7) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION, RFP #16-005-76 noted on the outside of the package.

Sincerely,

Carla Hayes, Buyer
Shelby County Government
Purchasing Department

TABLE OF CONTENTS

- I. INTRODUCTION**
- II. MINIMUM PROPOSER REQUIREMENTS**
- III. CORRESPONDENCE**
- IV. PROPOSAL SUBMISSION DEADLINE**
- V. PROPOSAL TIMELINE**
- VI. PROPOSAL CONDITIONS**
- VII. GENERAL REQUIREMENTS AND INFORMATION**
- VIII. AWARD OF CONTRACT**
- IX. PURPOSE**
- X. CONTRACT REQUIREMENTS**
- XI. PROPOSAL SUBMISSION**
- XII. PROPOSAL EVALUATION AND SELECTION**

Note: 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 and multiple attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies and professional individuals to provide services to increase awareness of and access to pre-exposure prophylaxis (PrEP) for the prevention of HIV. This Request for Proposals (“RFP”) is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates will be selected and invited to enter into a contractual relationship with the County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Be a qualified nonprofit organization currently chartered by the State in which they operate and exempt from federal tax under Section 501 (c) (3) of the Internal Revenue Code of 1986. For-profit service providers may apply if they are able to demonstrate they are the only available provider for a particular program strategy. .
2. Qualified nonprofit organization must be governed by a volunteer Board of Directors and have experience providing quality services to persons affected and/or infected by HIV/AIDS.
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer’s fiscal agent.
4. Have the principal site of operation be within the Memphis Metropolitan Statistical Area which includes the counties of Shelby, Fayette, and Tipton in Tennessee, counties of Benton, DeSoto, Tate, Tunica, and Marshall in Mississippi and Crittenden County in Arkansas. Service providers outside of the Memphis Statistical Area may apply if they are able to demonstrate there are no available providers in a particular service category of quality HIV/AIDS care in the area.
5. Have sufficient staff or sub-contractors experienced in performing the Services.
6. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
7. Apply and qualify for a vendor number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (prior to submitting your proposal). (**MANDATORY, see details outlined below**)
8. Adhere to all Title VI requirements and provide proof/documentation if necessary.
9. Possess the minimum insurance requirements (**MANDATORY, please review closely**).

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

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

Vendor Number (Purchasing Department)

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 200, Memphis, TN 38103. The fax number is 901-222-1101.

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

Note: Because of the length of time it takes to receive an EOC#, proposals from vendors who apply prior to the RFP due date will be accepted pending EOC approval of their application.

III. CORRESPONDENCE

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

**Carla Hayes, Buyer
Shelby County Government
160 N. Main St. Suite 900
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Carla Hayes in writing at carla.hayes@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain 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 July 27, 2016 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within forty-eight (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 August 3, 2016 at 3:00 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 will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstances 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	July 5, 2016
Voluntary Pre-Bidders Conference	July 20, 2016 at 10:00am OR July 20, 2016 at 1:00pm
Questions Due Date	July 27, 2016
Proposal Due Date	August 3, 2016
Notification of Award	September 2016
Services to Commence	January 1, 2017

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

VI. PROPOSAL CONDITIONS

A. Contingencies

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

B. Modifications

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

C. Proposal Submission

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

D. Incurred Costs

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

E. Final Authority

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

F. Proposal Validity

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

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

H. Locally Owned Small Business (LOSB)

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

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

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

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

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

(v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.

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

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

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

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

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

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

VII. GENERAL REQUIREMENTS

A. Background

Men who have sex with men (MSM) are more severely affected by HIV than any other group in the United States. Nationally, the annual HIV diagnosis rate has decreased more than 30% over the past 10 years. During this same period, however, the rate of new diagnoses has increased among certain groups of men who have sex with men (MSM), especially young African American/Black MSM. The Memphis Metropolitan Statistical Area (MSA) is home to some of the highest HIV rates in the country, especially among young African American/Black MSM. The CDC reported that the Memphis MSA HIV prevalence rate for male youth between the ages of 13-24 (288.0 per 100,000) was the highest in the United States in 2011. In the same year, the Memphis MSA HIV prevalence rate (1,088.2) for males ages 25-34 was also the highest in the U.S.

While the number of new infections in Memphis has remained relatively stable over the past five years, significant disparities persist. In Memphis in 2013, men accounted for 67% of prevalent and 75% of newly diagnosed HIV infections. Of men in Memphis with newly diagnosed HIV in 2013, 68% identified as being MSM (15% identified no risk), and 89% were men of color. One-fifth of transgender PLWH in Tennessee live in the Memphis MSA.

The facts highlight the disparate impact of HIV on racial/ethnic and sexual minorities in Memphis, particularly African American/Black MSM, and the need for innovative approaches for HIV prevention in this population. Pre-exposure prophylaxis (PrEP) is a powerful HIV prevention tool which, to date, has been underutilized in this hard-hit, high morbidity MSA.

Project PrIDE (PrEP • Implementation • Data2Care • Evaluation) seeks to reduce HIV infection and improving engagement in HIV medical care among MSM and transgender persons in Memphis by: 1) increasing community awareness of PrEP for HIV prevention; 2) utilizing health departments and community based organizations to identify and educate MSM and transgender persons about PrEP services; 3) providing MSM and transgender persons navigation to PrEP services; 4) providing education and capacity-building assistance to medical providers; and 5) developing and implementing policies, procedures, and protocols supporting the scale-up of PrEP.

Project PrIDE also addresses the National HIV AIDS Strategy (NHAS) goals for reducing new HIV infections and reducing HIV-related disparities by supporting MSM and transgender populations access a proven HIV Prevention strategy, PrEP, that will reduce new HIV infections up to 92% when taken as prescribed. (Source: Pre-exposure Prophylaxis for the Prevention of HIV Infection in the United States – 2014 Clinical Practice Guideline; iPrEx study.)

B. Scope of Contract

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a manner that is cost-effective and practical. All Agencies must be prepared to

begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate Shelby County Government staff within one week of receipt of the Notice to Proceed.

C. Project Time Frame

The initial term of the contract will begin upon execution of the contract and continue through September 29, 2017 with the option to renew for three (3) additional one year periods with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written “Notice to Proceed” from the County.

D. Reservation of Rights

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

E. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in Section XI and XII of this document. The Proposal Instructions can be found in Attachment B. Each bidder should clearly identify the qualifications of its company and the names and qualifications of each individual who will work on this project in response to this RFP.

F. Contract Monitoring

Site visits include a review of both fiscal and programmatic documentation. Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur should be available for site visits, and make all appropriate records available to County staff. Additional information may be requested prior to, at, or subsequent to the site visit(s). The Contractor(s) will have a reasonable time to produce such information. The Contractor(s) will also receive reasonable notice prior to each site visit.

G. Payments

Funds may not be used to make payment for any item or service if payment has already been made or can reasonably expected to be made under any state compensation program, any insurance policy or any federal or state health benefits program or by an entity that provides health services on a pre-paid basis. (42USC 300ff-15(a)(6)). Funds may not be used to supplant third-party reimbursement.”

H. 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) current, or former clients who have terminated in the last five (5) years, should be included on this list.

VIII. AWARD OF CONTRACT

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

The award will be made to the proposer 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 proposers whose proposals do not meet the mandatory minimum requirements will be considered noncompliant. After evaluation of the proposals and selection of the successful proposer, all proposers will be notified in writing of the selected firm.

IX. PURPOSE

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services. Shelby County Government is soliciting written proposals, on a competitive basis from qualified agencies or professionals, to provide one or more of the funded services.

A. Service Requirements

1. The Proposer's activities must address the identified needs of people at risk for HIV infection, specifically the target populations identified in section VII.A.. Applications requesting funding for programs that do not address the designated target populations and program strategies will not be reviewed.
2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to the target populations to carry out the proposed project. This includes knowledge of and experience with HIV/AIDS testing, prevention and care related services, as well as other necessary experience and knowledge to carry out the specific activities that are proposed.
3. Proposers may choose to apply for any strategy independently, or a combination of strategies; the Proposal should clearly identify how funding for multiple program strategies allows for improved or expanded capacity to serve their prospective clients.

4. The Proposer must demonstrate sound financial and program management, provide effective programs, have an evaluation component in place for the program and the agency.
5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.
6. The proposer may be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.
7. Where applicable to services provided, the Proposer is required to provide evidence for fiscal audits that the Proposer has billed all available third-party payers.
8. All services provided must be tracked and data collected and reported in accordance with program requirements.

B. Definition of Program Strategies to be Funded:

MSM and transgender persons, particularly of color, are disproportionately affected by HIV in the Memphis MSA. The program strategies described below seek to support these at risk individuals and their access to PrEP through increased awareness, identification, education, and navigation to PrEP services. These strategies are directed at increasing knowledge in the community as a whole, among individuals at high-risk of acquiring HIV (especially MSM and transgender persons of color), and the community medical providers serving these populations.

To accomplish the goals of Project PrIDE, Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to implement the following strategies to produce the accompanying outcomes.

Program Strategy 1: Increase Community Awareness via Digital & Traditional Media

- **Outcome 1.1:** Increased knowledge and awareness of PrEP for HIV prevention among MSM and transgender persons
- **Description:** Shelby County Government seeks to develop and conduct a media campaign to increase awareness of PrEP availability in the Memphis MSA. This will be two-fold campaign, with messages delivered via digital media, with complementing messages also going out via traditional mass media. The goal is to increase knowledge and awareness of PrEP for HIV Prevention among MSM and transgender persons at high risk for HIV infection, particularly persons of color and other persons at substantial risk for HIV, so that more at-risk individuals will seek and be prescribed PrEP. It is required that the campaign target digital and social media that the target audience frequently visits. If possible, existing campaigns developed by the Centers for Disease Control (CDC), Kaiser, or other national leaders in HIV Prevention media will be used and tailored to the Memphis MSA.

Shelby County Government seeks a comprehensive strategy for digital media marketing and will require that specific metrics are tracked, including the total number of placements, exposure/reach, and geo-targeting by zip code. Traditional media will be used to layer the messages – covering billboards, bus ads, and other avenues proven to reach the target population. The marketing strategy must be tested using focus groups made up of the target population before the campaign commences.

Activities to be completed under this program strategy include:

- conducting at least two (2) focus groups with MSM and transgender people, assessing media consumption, social network and web usage,
- developing a website that includes, at a minimum, a PrEP provider directory, information on Memphis MSA PrEP navigation services, and other resources,
- directing a traditional media campaign (e.g. print, radio, TV, outdoor outlets), and
- directing a digital/social media campaign targeting websites and social networks that the target populations frequently uses

Program Strategy 2: PrEP Navigation Services

- **Outcome 2.1:** Increased number of MSM and transgender persons who are linked to PrEP providers for assessment and prescription of PrEP
- **Outcome 2.2:** Increased number of MSM and transgender persons who are prescribed PrEP
- **Description:** A significant barrier to PrEP in Memphis is the navigation to required services and paperwork to access those services. In order to alleviate this barrier, PrEP Navigators will be funded to navigate clients through complicated medical systems to access PrEP services. These navigators will develop and maintain a directory of providers who are willing and able to prescribe PrEP, who provide the wrap-around services needed for ongoing support of individuals on PrEP, and who are culturally competent in serving MSM and transgender people. They will work with clients who screen eligible for PrEP services to understand their ability to pay for PrEP (assess insurance and income status) and to assist those clients in choosing and scheduling with the appropriate provider given their specific insurance and income situation. Once a provider has been selected, the navigator will aid in completing all forms associated with the application process. Navigators will assist clients with transportation issues they may encounter for their medical appointments. After the medical appointment, if the client was written a prescription for PrEP medications, the navigator will continue working with the client and the provider to complete necessary paperwork for insurance coverage and/or patient assistance programs to pay for the prescription. PrEP Navigators will maintain their clients through the first six months of their taking PrEP. During the first six months the client is taking PrEP, the navigator will provide adherence support via mechanisms the client identifies (helping them to set alarms/reminders for taking medications, filling prescriptions, necessary dates for medical and/or paperwork appointments). This may be particularly important as a client begins taking PrEP and experiences possible side-effects.

The navigator will also ensure that the client continues to access needed medical services to maintain PrEP (if desired) and is available to provide ongoing support and education as the client desires. Each consumer who meets with a Navigator will receive a resource packet including the following information: 1) PrEP eligibility and treatment regimen; 2) eligibility guidelines and sample applications for medication assistance programs and CAP; 3) PrEP online/community resources; and 4) PrEP Navigator contact information. In addition to working directly with clients, the PrEP Navigators will be responsible for maintaining relationships with PrEP providers, HIV testing sites, and other venues where potential PrEP candidates might be accessed.

Activities to be completed under this program strategy include:

- developing and maintaining a directory of providers willing and able to prescribe PrEP,
- providing information and materials about PrEP and PrEP-related services to at least twenty (20) new, pre-PrEP clients each month,
- providing, for the first one hundred eighty (180) days after successful prescription and administration of PrEP, the below noted Navigation services to an ongoing case load of at least twenty (20) clients each month:
 - Adherence support: follow-up discussions of any barriers that that clients may face in continuing to take PrEP
 - Personalized assessments of the clients' ability to pay for PrEP, including individual insurance status and income assessments
 - Referral to necessary medical services in order to maintain PrEP
 - Advice regarding selection of, and scheduling with, appropriate PrEP providers, and
- documenting the number of meetings that are scheduled with ongoing clients, as well as any challenges that clients may face with regard to adherence.

Program Strategy 3: Increase Provider Capacity to Support PrEP

- **Outcome 3.1:** Increased knowledge and awareness among providers regarding PrEP availability, indications, and clinical protocols for prescribing PrEP for HIV prevention
- **Outcome 3.2:** Increased number of providers prescribing PrEP for HIV prevention
- **Description:** Provider capacity will be increased by two activities:
 - **Activity 1:** Provider Education: Academic Detailing – In order to bolster the network of providers who understand and are willing to prescribe PrEP, Project PrIDE will provide academic detailing services for PrEP. Academic detail specialists will conduct visits to primary care physicians in the Memphis MSA to provide PrEP related education and assistance. Academic detailing combines the interactive one-on-one communication approach of sales with the evidence based noncommercial information of academia. It supports improved clinical decision making by fostering one on one interaction between physicians and health professionals trained to communicate the latest evidence based clinical data. The detailing will cover PrEP basics, protocols for prescribing PrEP, and information about Practice Site Champions, PrEP navigators, DIS PrEP Specialists, and patient

assistance program assistance. In addition to the visit from the academic detail specialists, print materials for use by the clinicians will be developed and provided. These materials include resources for patients, clinical protocols, HIV surveillance data for Memphis and Tennessee, and patient assistance program materials and applications.

Activities to be completed under this program strategy include:

- ensuring that all employees providing Academic Detailing services under this sub-grant have been thoroughly trained on PrEP,
 - developing and distributing print materials for use by Memphis MSA primary care physicians,
 - scheduling and conducting at least twenty (20) office visits per detailer, per month, in order to provide PrEP related education and assistance, and
 - ensuring that all materials and informational sessions cover the topics of:
 1. basic information about PrEP,
 2. protocols for prescribing PrEP,
 3. practice site champions,
 4. PrEP navigation,
 5. DIS PrEP specialists, and
 6. patient assistance program support.
- **Activity 2:** Provider Support Services: PrEP Provider Liaison – Paying for clinical services and prescriptions is among the most significant barriers for clients interested in PrEP. The out of pocket costs for a person receiving PrEP can range from \$8,000 to \$14,000 per year; however, there are medication assistance programs (PAPs) and co-payment assistance programs (CAPs) that aim to alleviate these costs for the uninsured and underinsured. Tennessee has not chosen to expand Medicaid, leaving many potentially interested PrEP clients without the ability to pay. The insurance coverage landscape for PrEP is changing as more and more individuals attempt to access PrEP through private insurance, and many of the best candidates for PrEP do not have much experience with insurance and accessing healthcare. In order to assist providers who are willing to prescribe PrEP a PrEP Provider Liaison will be established in the Memphis MSA. This individual will be a resource for healthcare providers and will assist with patient assistance program paperwork, pre-approval paperwork, and connections to PrEP Navigation and augmented lab services. The PrEP Provider Liaison will aid primary care practitioners and safety net providers with the prescribing of and ongoing clinical support of PrEP.

Currently, limited provider knowledge of anti-retrovirals and PrEP clinical protocols can be a barrier to effective PrEP service provision, even for well-intentioned healthcare providers. Utilizing our existing the PrEP provider directory,

the PrEP Provider Liaison will identify practice site champions at the highest volume facilities. These site champions will be available to provide peer support to other healthcare providers who are interested in learning more or prescribing PrEP. These site champions will assist providers to overcome barriers to prescribing PrEP, and they will be ongoing resources as questions arise from providers who are prescribing and supporting patients on PrEP.

Activities to be completed under this program strategy include:

- answering provider questions about PrEP,
- providing professional support to PrEP providers,
- assisting PrEP providers with patient assistance program paperwork,
- connecting PrEP providers to PrEP Navigation and augmented lab services, and
- identifying as resources those providers who are already familiar with, and willing to prescribe, PrEP as Practice Site Champions.

C. Services Required

All services proposed by Respondents to this RFP must be provided within the above program strategies and in compliance with all applicable standards.

X. CONTRACT REQUIREMENTS

The successful Contracted Provider will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.

- a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.

4. Termination Or Abandonment.

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
 - i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
 - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable

compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

- d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
 - e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
 6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.
 7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.
 8. Employment of County Workers.

- a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
 - b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. General Compliance With Laws.
- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
 - c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex,

national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.
19. Incorporation Of Other Documents.
 - a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
 - b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.
20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. Organization Status And Authority.
 - a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities.

- a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements

- a. The Provider and any subcontractors/providers shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider or sub-provider's operations under the Contract, whether such operations are performed by itself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If the insurance carrier is not required by the policy terms and conditions to provide such notice to the COUNTY, the Provider must provide immediate notice to COUNTY and evidence of replacement coverage with no lapse.
- c. The Provider will maintain throughout the life of this Contract, in the following minimum requirements:
 - i) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/ \$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. The insurance

shall include coverage for the following:

1. Premises/Operations
 2. Products/Completed Operations;
 3. Contractual Liability;
 4. Independent Contractors;
 5. Personal and Advertising Injury.
 6. Assault and Battery
 7. Sexual Molestation
- ii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee statutes. This policy should include Employers' Liability coverage for \$1,000,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
- iii) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- d. Provider shall provide County with a Certificate of Insurance at the time of contracting and shall maintain said insurance or self-insurance during the entire Contract period as well as provide renewal certificates on each anniversary date. The certificate holder is to read:
- Shelby County Government
Purchasing Department
160 N. Main, Suite 900
Memphis, TN 38103
- e. Any coverage applying to COUNTY shall be considered primary and con-contributory regardless of any insurance or self-insurance the COUNTY may maintain.
- f. If the PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insurance.

C. Right to Monitor and Audit

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

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Hard copy proposals must be received by no later than 3:00 p.m. (CST) on Wednesday, August 3, 2016, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.
5. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original (clearly identified as original) and seven (7) copies of the proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – PRE-EXPOSURE PROPHYLAXIS (PrEP) SERVICES FOR HIV PREVENTION, RFP #16-005-76" 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 the RFP 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 Provider's proposal.

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the format described in the Application Instructions (Attachment B). Please download all the attachments to this document. The Cover Page and Proposal Response Sheet (*required documents*) should be the first two pages of your written response.

1. Cover Letter – Submit on letterhead stationery, with assurances as described in the application instructions, and signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Application Checklist (Attachment A)
3. Comprehensive Response (This portion of the proposal must address each item listed below)
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail the respondent's qualifications to provide the proposed services.
4. Proposers must include a current organizational chart.
5. Proposers must include a detailed budget for the funding being requested, using the form provided as Attachment C.

6. References

References of the Proposer, including at least three (3) other clients for whom the Proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by 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 require an oral presentation from, any Respondent for clarification of information set forth in the Proposer's response. In this

regard, at the discretion of the Ad-Hoc 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 Ad-Hoc 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 Ad-Hoc 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 Memphis TGA and the County and the requirements of this RFP.

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

B. CONTRACT AWARD

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

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

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

RFP LIST OF ATTACHMENTS

Attachment A	Application Checklist
Attachment B	Application Instructions
Attachment C	Budget Form
Attachment D	Service Definitions

Please make sure that you download all of the attachments listed above.

The attachments are contained in a separate document that you must download and complete.