



# 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: September 24, 2015*

*Due: October 14, 2015, no later than 4:00 P.M. (Central Standard Time)*

### **RFP # 16-009-22**

### **MORTGAGE LOAN SERVICING SOFTWARE**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies to provide Mortgage Loan Servicing Software. The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."

The proposal, as submitted, should include all rates and information 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 the Administrator of Purchasing **no later than 4:00 p.m. on Wednesday, October 14, 2015.** Proposals should be addressed to:

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

The package containing the an original (clear identified as original) five (5) copies and one (1) Digital CD of your proposal must be sealed and marked with the Proposers name and “CONFIDENTIAL, “MORTGAGE LOAN SERVICING SOFTWARE, RFP #16-009-22 “ noted on the outside.

**Sincerely,**

**Tosha Davenport, Purchasing Specialist  
Purchasing Department Shelby County Government**

cc: Jim Vasquez, Shelby County Department of Housing

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Note: Please make sure you pay close attention to Sections 1-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

## I. INTRODUCTION

Shelby County Government along with the Department of Housing is seeking proposals from interested and qualified mortgage loan software providers that have a fully developed and established software application and reporting solution for the management and loan servicing of mortgage loans in accordance with the terms and conditions set forth in this Request for Proposal (RFP). Software provider shall provide loan servicing software, technical training, staff training, system specification, installation and configuration and ongoing support and maintenance. This Request for Proposal (“RFP”) is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENT

### **All Proposers must:**

1. Have all the appropriate licenses and certification required in the State of Tennessee to provide the product and services described in its proposal.
2. Have sufficient experienced staff or subcontractors to provide the product and services described in its proposal (the “Services”).
3. Minimum of five (5) years’ experience in mortgage loan servicing software development of the type required for this project.
4. **Apply and qualify for an Equal Opportunity Compliance (EOC) certification number prior to submitting your response.**
5. Adhere to all Title VI requirements and provide proof/documentation if necessary.
6. Enter into a Contract with the County describing the roles and services proposed in this RFP.
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act (effective date of 1/1/2012). Proof and documentation of employment eligibility must be included with the proposal.

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

***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 apply and receive an EOC number, vendors who apply prior to the RFP due date, bid will be accepted pending EOC approval of their application.**

### **III CORRESPONDENCE**

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

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

***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Wednesday October 7, 2015 at 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.***

***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.***

***Note: All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the above cut-off date.***

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

#### **IV. PROPOSAL SUBMISSION & DEADLINE**

All proposals must be received at the address listed above no later than **4:00 PM, Wednesday, October 14, 2015**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended?

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

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

|                                |                             |
|--------------------------------|-----------------------------|
| Request for Proposals Released | Friday, September 25, 2015  |
| Proposal Due Date              | Wednesday, October 14, 2015 |
| Notification of Award          | November 2015               |

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 one hundred twenty (120) 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. 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 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 subparagraph (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 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.

## **VII. GENERAL REQUIREMENTS AND INFORMATION**

### **A. BACKGROUND**

To select the best-qualified provider to purchase loan-servicing software for Shelby County for the management of the Department of Housing's loan portfolio.

### **B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified Proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical.

The successful respondent must be prepared to begin immediately upon receipt of a Notice to Proceed.

### **C. Project Time Frame**

From the date of software purchase including the ongoing maintenance .

### **D. Reservation of Rights**

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

### **E. Selection Criteria**

Each response will be evaluated on the criteria outlined in Section IX of this document. Each respondent should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

## **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.

## **IX. GENERAL REQUIREMENT**

The Software provider shall provide an established software application and reporting solution for loan servicing and render services as identified below as an independent contractor and not as an agent, representative, or employee of Shelby County Department of Housing. The software and services shall be known as “ loan servicing software” and shall include, but are not limited to, the following areas:

- A.** Complete, automated, supported and comprehensive software for loan servicing from the date the loan closed to the date the loan is satisfied. The software should be transactional and track history over real-time and provide all loan management functions critical to our business, which includes comprehensive reporting capabilities, audit trails and logs, aging, detailed life of loan histories, transaction reports, and management analysis tools.
- B.** Successful software solution implementation to include data conversion from existing system, installation, configuration and, if applicable, testing of the software and hardware on Shelby County Housing’s computer network. Data conversion to include conversion of historical loan servicing data.
- C.** Training of Shelby County Housing’s staff to include end-user, intermediate and technical level training sufficient for Shelby County Housing to operate independently of the Software Provider must be included in the response.

1. Responding vendors must have sufficient resources to provide training for all software modules to include technical training for Shelby County Housing's management and information technology staff.
  2. Training must include a conceptual overview of all software modules and how they interact and interface with each other.
  3. The cost of training must be clearly stated in detail in the RFP Response.
- D.** Ongoing technical support and software updates to provide for security patches, bug fixes, technological advances and product enhancements.
1. Each proposal must include a full description of the Software Provider's standard maintenance and support agreements and annual costs to Shelby County Housing for these services and if applicable include all incremental percentage increases. These maintenance agreements must include the Software Provider's change management and software development lifecycle methodology regarding periodic updates to the software.
  2. Each proposal must fully document the Software Provider's upgrade policy including any potential costs for upgrades outside the standard maintenance and support agreement.
- E.** The Software Provider shall be responsible for specification, installation, configuration and testing of the software to the point of independent operation by Shelby County Housing's staff.
1. In addition, the Software Provider, as part of the proposal, shall provide support services necessary to insure successful, ongoing operation of the system including, but not limited to acceptance testing; maintenance support for bug fixes, software enhancements; and end user, intermediate user and technical staff training.
  2. The Software Provider must also demonstrate the ability to support the system after installation is completed and accepted by Shelby County Housing. The support must take the form of on-going support to immediate resolution of staff problems. Furthermore, the on-going support must have the capability of using Internet-based Remote Desktop sharing for on-line problem solving and analysis.
- F.** Shelby County Housing's designated software administrator must have the ability to assign or remove user access as needed. Such circumstances include staffing changes and reassignment of duties.
- G.** Shelby County Housing requires the flexibility to add and/or remove software licenses as needed. Such circumstances include fluctuations in staffing levels.
- H.** The successful Software Provider will be required to prescribe and coordinate any prerequisite hardware and/or software purchases and/or upgrades with Shelby County Housing. This includes any support for installation and testing of the hardware and/or software system(s)/component(s) to the point of independent operations.

- I. Shelby County Housing seeks a software solution that is either hosted and maintained by the Software Provider or installed at Shelby County Housing, where it will be hosted and maintained as recommended by the vendor.

## **J. Loan Servicing Software Solution Specifications**

1. Each software module must provide for optimum integration to other modules, as well as to the Microsoft Office Suite, to reduce redundant data input and transcribing errors. The Software Provider should discuss these integration features for each software module proposed and how they interface with other modules. Illustrations would be helpful in this matter.
2. Each module shall have multiple levels of security access for users, including administrator and read only. Shelby County Housing's management and information technology staff shall be trained on how to set the security level for each user and the levels of access available in each module. Written documentation for this activity shall be provided to the appropriate staff during the training. Setup questionnaires outlining the security levels and providing space for management to designate which user can access which data shall be provided to Shelby County Housing prior to the installation of the system.
3. Each user shall have the option to select or change available local or network printers without exiting the software.
4. Each module should provide user-defined fields for storing data elements that are specific to Shelby County Housing. These unique data elements should be available via reports included in the reporting interface.
5. The software should be designed to operate in a multi-user environment. All licensed users should be able to look at the same record simultaneously, but only one should be able to "edit" it at a time. Several users should be able to change and add several records simultaneously in the same database.
6. The data stored in the Loan Servicing software solution is the sole property of Shelby County Housing. All data must be available to Shelby County Housing regardless of the support options, Shelby County Housing chooses to purchase. If the proposed software requires any type of activation, beyond the initial purchase, to activate or grant access to Shelby County Housing's loan servicing data, the respondent's score will be significantly lower.
7. Client and server software should be installed on a Microsoft Windows platform and support future Microsoft operating system platforms.
8. The software solution should rely upon a Microsoft SQL Server database.
9. The software solution should employ unique user access accounts that require complex passwords such that users' access to the system is restricted based on a predetermined management policy. Control of security and access levels within the software should be maintained by authorized management staff within Shelby County Housing.
10. The processing of the system transactions should be immediate and in real-time. The software should not rely on scheduled batch routines.

11. The software should provide audit trails, logs and reports for tracking user activities such as user authentication and data access including read only, inserts, updates and deletes.
12. Software Provider should explain what types of documentation are available with the software. At least one complete set of User Manuals must be provided with the software. Software Provider should explain what on-line help screens are available and how they are accessed from within the software.
13. The ability to copy the production software solution for training and/or testing environments should be supported.
14. The software should allow an unlimited number of loans and transactions.
15. The software should provide expansive reporting options including preconfigured reports based on loan servicing best practices and dynamic reporting based on ad-hoc field selection.

**K. Describe Software Implementation Plan.**

1. Describe in detail the software and/or hardware specification, installation, configuration and implementation plan.
2. Describe responsibilities of Shelby County Housing and responsibilities of software provider.

**L. Describe Training Plan.**

1. Describe training/education options available to your customers for the proposed software.
2. Describe your user training process for new implementations, customizations and enhancements.
3. Describe on-site training you provide, if any.
4. Provide all documentation pertinent to training.

**M. Describe the Data Conversion Plan.**

1. Describe data conversion assistance you will provide during conversion from the current loan servicing system.
2. Describe the process recommended for converting existing data.
3. What level of support is provided for conversion from our current loan servicing system to the new one?

## **N. Main Software Functions:**

1. Loan Setup:
  - a. Ability to input new loan information in an expedient manner
  - b. Ability to attach external documents such as deeds, notes, insurance policies, etc. for storage and retrieval at the loan level.
  - c. Provide amortized loan statements, monthly bills, and/or coupons for payments.
2. Loan Payment Processing:
  - a. Real-Time Automated Payment Processing
  - b. Handle charges associated with bankruptcies, foreclosures, etc.
  - c. Ability to process principal curtailments and disbursements.
3. Collections:
  - a. Ability to remind borrowers of their delinquent status automatically.
  - b. Memo feature that gives the ability to log conversations, promises and follow-up reminders.
  - c. Provide system reports that include information contained on the collection and memos for a given loan.
4. Default Management:
  - a. Aid users in the task of collection and risk management.
  - b. Provide ability to perform loss mitigation with the flexibility to calculate and generate loan modification or repayment plan options.
  - c. Ability to create credit reporting file for exporting loan status to the credit bureaus.
  - d. Ability to track and report the status of a loan through the bankruptcy and foreclosure process.
  - e. Ability to perform pre and post-petition payment processing
  - f. Create delinquency and management reports to help keep a handle on portfolio's performance.
  - g. Provide flexibility to service loan modifications such as short sales or deed-in-lieu programs.
5. Borrower Abilities:
  - a. Provide borrowers the ability to view their mortgage loan information via web.
  - b. Give borrower's ability to make payments online utilizing a one-time or recurring draft.
  - c. Allow borrower's to view current loan balances, 24 hour payment history, previous and year-to-date totals, payment due dates and online personalized message from servicer.
  - d. Allow borrower to update personal contact information and request a payoff.

## **X. CONTRACT REQUIREMENTS**

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

### **A. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.  
  
(b) It is further expressly agreed and understood by Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.
4. Termination or Abandonment.  
  
(a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
  - (i) The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
  - (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
  - (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

- (b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for Provider's failure to provide the services specified under this Contract.
  - (c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
  - (d) All work accomplished by Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
  - (e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers.

- (a) The Contractor 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 the Contractor for a period of one year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Contractor's services or operations provided to the County.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance with Laws.

- (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
  - (b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.
  - (c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

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

19. Incorporation of Other Documents.

- (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.
- (b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

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

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

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

23. Organization Status and Authority.

- (a) Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- (b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

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

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

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **1. Responsibilities for Claims and Liabilities.**

- (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- (b) Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- (c) The County has no obligation to provide legal counsel or defense to the Provider or its sub-providers in the event that a suit, claim or action of any character is brought by any person not party to this Contract against Provider as a result of or relating to obligations under this Contract.
- (d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- (e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-providers regarding any matter resulting from or relating to Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
- (f) The Provider shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103 of cancellation or changes in any of the insurance coverage required.

### **2. Insurance Requirements.** Provider may be required to provide evidence of the following insurance coverage if the offered solution is not an "off the shelf" solution or if the software is offered as a software-as-a-service solution:

Provider shall maintain coverage with limits of no less than:

(1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The insurance shall include coverage for the following:

- a) Premises/Operations
- b) Products/Completed Operations
- c) Contractual
- d) Independent Contractors
- e) Personal Injury
- f) Cyber Liability

(2) *Workers Compensation and Employers' Liability Insurance* – Workers Compensation coverage as required by Tennessee State Statute. This policy should include Employers' Liability Coverage for \$500,000 per accident.

(3) *Professional Liability - Software Designers Errors & Omissions Insurance* – minimum of \$1,000,000 per claim or occurrence/\$2,000,000 annual aggregate.

All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided. If insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf.

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

Access to Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County, to enter Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places.

The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI PROPOSAL SUBMISSION**

### **A. GENERAL**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. Hard copy proposals must be received by no later than 4:00 pm (CST) on Wednesday, October 14, 2015, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

### **B. PROPOSAL PRESENTATION**

1. One (1) original (clearly identified as original) five (5) copies and one (1) Digital CD of the proposal are required.
2. The package containing the original must be sealed and marked with the Proposers name and **“RFP # 16-009-22 , “Mortgage Loan Servicing Software” with due date and time indicated.**
3. 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.

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

### C. PROPOSAL FORMAT

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

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm
2. Comprehensive Response
  - a. Outline of how respondent can meet or exceed the minimum requirements
  - b. Detail of how the respondent is qualified to provide the services required
  - c. A detailed description of the approach for accomplishing the services
3. Cost and Fees
  - a. Provide the applicable itemized fees and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-consultant working in conjunction with your organization on the project).
  - b. Explain any assumptions or constraints in a price proposal to perform the services.
  - c. Explain any additional charges or fees in the proposal.
4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the Proposer to show the Proposer's capabilities should be included in the Proposal. At a minimum, the description of the experience and knowledge base of the Proposer included in the Proposal should include, but not necessarily be limited to, the following:

  - a. A brief description of the history and mission of the Proposer, including the Respondent's background and mission statement, the length of time the Proposer has been in business, a description of the Proposer's organizational structure and a description of the Proposer's customer make-up;
  - b. A statement of how long the Proposer has provided services similar to the Services requested herein;

- c. A general description of the Proposer's experience and background in providing services similar to the Services requested herein;
- d. Any other relevant information about the experience and knowledge base of the Proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

## 5. References

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

## 6. Additional Information

- a. A description of current relevant certifications of the Proposer's staff.
- b. A description of the current experience level of the Proposer's staff.
- c. Any other relevant information about the capabilities of the Proposer deemed to be material.

# **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 assembled by the Administrator of Human Resources which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:

- i. Qualifications of personnel.
- ii. Ability to present a clear understanding of the nature and scope of the project.
- iii. Project methodology.
- iv. Previous experience with similar projects.
- v. Cost to the Shelby County Government as outlined in the budget estimate.
- vi. Time frame for completion.

### 3. Oral Presentation.

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

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

### B. CONTRACT AWARD

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

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

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