



**Shelby County  
Tennessee**

Mark Luttrell, Jr. Mayor

**Request for Proposal  
Shelby County Government  
Purchasing Department**

160 N. Main, Suite 900  
Memphis, TN 38103

*Issued: August 19<sup>th</sup> 2016*

**Due: September 12th, 2016, no later than 2:00 P.M. (Central Standard Time)**

**RFP # 17-008-04**

**FY2018 PCI QSA Professional Services  
SHELBY COUNTY  
PCI DSS Subcommittee**

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies, to provide professional services in the form of Qualified Security Assessor (QSA) Payment Card Industry (PCI) Data Security Standard (DSS) audit services to Shelby County Government. The RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). Go to Online Services and click on "Purchasing Bids" to locate the above-described RFP.

Your 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 Shelby County Purchasing Department no later than 2:00 p.m. on Monday, September 12, 2016. Proposals should be addressed to:

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

The package containing an original (clearly identified as original), all pricing shall be included in a separate sealed envelope (clearly identified as pricing), five (5) copies and a digital CD or USB Memory Stick of your proposal must be sealed and marked with the Proposer's name and "**FY2018 PCI QSA Professional Services, RFP # 17-008-04**" on the outside of your envelope .

**Sincerely,**

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

**Cc:** Shelby County Information Technology Steering Committee c/o Aaron Hall, CAO, Chancery Court Shawn McClure, Systems Security Officer

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

*Please download all of the additional information and attachments that accompany this RFP.*

## **I. INTRODUCTION**

Shelby County Government (the “County”) is seeking proposals from interested and qualified companies to provide professional services in the form of Qualified Security Assessor (QSA) Payment Card Industry (PCI) Data Security Standard (DSS) audit and assessment services to Shelby County Government for the identified Merchants and Service Providers in Shelby County Government. This assessment will be expected to fully conform to the Payment Security Council Data Security Standards requirements and will require the completion of all necessary PCI DSS documentation indicated in the sections IV and IX for the County service provider and each Shelby County Merchant.

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. A resultant contract will be for a one-time service from start of the contract. In this RFP, the terms proposer and contractor are used interchangeably unless the context indicates otherwise.

## **II. MINIMUM PROPOSERS REQUIREMENT**

All proposers must:

1. Have all appropriate licenses and certifications required to perform the Services in the State of Tennessee and provide copies of same.
1. Have a minimum of five (5) years verifiable experience providing PCI DSS QSA consulting services for entities, similar to, or larger than, the County.
2. The working team assigned to the County project must have at least one currently certified QSA assigned to it for quality control and review of all output of the project team.
3. Provide three (3) reference accounts for Services proposed to the County, who the proposer has serviced in the last three (3) years for other environments with similar characteristics to Shelby County.
4. Demonstrate to the County’s satisfaction, prior to award, that it has the financial capability, resources, manpower, and equipment to perform the Services effectively and within the compliance timeframes provided in this RFP.
5. Meet all requirements for the performance of the Services in accordance with the provisions of this RFP.
6. Willingness to sign a confidentiality agreement with the County.
7. Apply and qualify for an Equal Opportunity Compliance (EOC) certification number thru our EOC Administration (see the details outlined in Section VII General Requirements i.e. Selection Criteria.).
8. Adhere to all Title VI requirements and provide proof/documentation if necessary.
9. A written statement of compliance to Title VI must be provided with your response.
10. All proposers are independent contractors (sole proprietor) and 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. While Shelby County will provide appropriate contract management services, these services do not constitute a supervisory relationship between Shelby County and the proposer.

11. Provide proof of 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 an "Equal Opportunity Compliance" certification number prior to submitting your response.**

***You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) and click the link "Vendor Registration." Please download the application instructions and read thoroughly prior to accessing the application.***

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

#### **Vendor Number (Purchasing Department)**

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

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

At the top of the home page, click on the links "Department", "E" for the Equal Opportunity Compliance and "Contract Compliance Program". The "Contract Compliance Packet" link is in the middle of the page. Please print the packet and ***mail or fax*** the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 501, Memphis, TN 38103. The fax number is 901-222-1101.

**Note: Because of the length of time it takes to apply and receive an EOC number, vendors who apply prior to the RFP being due, 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 St. Suite 900  
Memphis, TN. 38103**

Respondents requesting additional information or clarification are to contact Tosha Davenport in writing at [Tosha.Davenport@shelbycountyttn.gov](mailto:Tosha.Davenport@shelbycountyttn.gov) or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.***

**The deadline for submitting questions will be Wednesday, September 7, 2016 by 12:00 p.m. (CST).** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

**Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 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 **Monday, September 12, 2016 @ 2:00 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.

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

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

<b>Request for Proposals Released</b>	<b>Friday August 19, 2016</b>
<b>Proposal Due Date</b>	<b>Monday September 12, 2016 2 PM CST</b>
<b>Notification of Award</b>	<b>(a)</b>
<b>Services to Commence</b>	<b>Fiscal Year 2018</b>

- (a) Notification date of award of contract shall be subject to approval of the cost for these services by the Shelby County Board of County Commissioners and approval of the cost within said Operating Budget for Fiscal Year 2017-2018.
- (b) Information relevant to the service commencement date can be provided to the winning proposer upon request and prior to July 1, 2017. However, providing any requested relevant information does not alter the commencement date of July 1, 2017 and winning proposer shall not be permitted or authorized to incur costs prior to the service commencement date.

The County may reproduce any of the Proposer's proposals 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 issue. Thereafter, proposals will become public information.

**h. LOSB**

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

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

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
- (viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
- (ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:
- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
  - b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contracts up to \$750,000.00;
  - c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;

- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.
- e. 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.
- (x) 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.
- (xi) 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.
- (xii) 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.
- (xiii) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

**i. Non-Discrimination and Title VI**

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall constitute a material breach of contract.

## VII. GENERAL REQUIREMENTS AND INFORMATION

### A. Project Specifications

1. **Scope of Project:** The purpose of this project is to engage a qualified Payment Card Industry (PCI) Data Security Standard (DSS) Qualified Security Assessor (QSA) vendor for the purpose of performing the Calendar Year (FY 2018) PCI DSS audit for up to 12 Merchants and the single Service Provider within Shelby County Government. The 12<sup>th</sup> merchant is the Shelby Farms Park Conservancy (SFPC). The SFPC is not a Shelby County agency but a not-for-profit entity funded by both private and public grants, retail sales, and donations. Please note that all references to all Merchants include both the County agencies and the SFPC.

This audit and the deliverables for it will include the following (note the deliverables are numbered in parenthesis at the end of each line);

- Scope validation for all listed Merchants and Service Providers (1)
- Completion of the annual PCI Risk Assessment for all listed Merchants and Service Providers (2)
- Annual PCI DSS version 3.2 security assessments, with quality assurance (QA) review, for all listed Merchants and Service Providers (3)
- Compliance Dashboards for all Merchants and Service Providers (4)
- Annual PCI Report on Compliance for all Merchants and the Service Providers (5)
- Annual Attestation of Compliance Reports for all Merchants and the Service Providers (6)
- Annual SAQ questionnaire completion for all Merchants and the Service Providers (7)
- In the event that any of the Merchants, or the Service Provider, should fail to pass the PCI DSS audit, complete the PCI Security Standards Council Prioritized Approach Tool for each failing group (8)
- Establishment of an appropriate test sampling population for audit testing and review. (9)
- One-time Retesting of failed requirements. (10)

2. **Project Scope Document:** A document containing a timeline with dates of action and deliverables must be submitted to the county within 30 days of initiation of the contract (the beginning of the contract phase). This document should contain meeting dates, interview dates, and delivery dates for data and documentation as agreed upon by both the Vendor and the County and will be incorporated as part of the final contract.

3. **Conformance:** Any and all exceptions to the specifications included in this Request for Proposal must be fully detailed and explained and included as part of your submittal. Should the Vendor not explain their exceptions, their submittal may be disqualified. All work to be performed shall be in compliance with the negotiated contract and technical specifications of this Request for Proposal. Any modifications to the contract or other terms of the contract entered into between The County and The Vendor shall be permitted only upon written justification, stating justification for the modifications and written approval by the County.

**4. Desired Timetable:**

The term of the contract will begin upon the execution of the contract and will conclude at the completion of the project. The successful consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. All deliverables are required to be submitted, fully completed, 60 days prior to the compliance sustainment date for each Merchant and Service Provider.

<u>County Entity</u>	<u>Entity Type</u>	<u>Compliance Sustainment Date</u>
Chancery Court	Merchant	12/31/2017
Circuit Court	Merchant	12/31/2017
Code Enforcement	Merchant	12/31/2017
Clerk's Office	Merchant	12/31/2017
Criminal Court	Merchant	12/31/2017
General Session Civil	Merchant	12/31/2017
General Sessions Criminal	Merchant	12/31/2017
Health Department	Merchant	12/31/2017
Office of Conservation	Merchant	12/31/2017
Probate	Merchant	12/31/2017
Trustee's Office	Merchant	12/31/2017
ITS	Service Provider	12/31/2017
Shelby Farms Park Conservancy	Merchant (non-County)	12/31/2017

The County reserves the right, upon agreement by the Vendor to extend the contract by adding optional items. The County and the Vendor, through the execution of the contract, will set delivery dates and times that meet the deliverable schedule. Only through the County's written confirmation can there be any adjustments to contracted timetables for items of the project. Penalty for late delivery will be enforced.

**5. Qualifications Acceptance and Rejection:** The County will choose the Vendor that submits the best and/or lowest cost bid for this project. Such evaluations will include the related experience of the Vendor, the capability of the equipment and personnel, time frame to complete the project, and other factors deemed by the County to be in its best interest.

The County reserves the right to accept any submittal, to reject any or all submittals, to waive irregularities in any submittal, and to make the award deemed to be in the best interest of the County. The County reserves the right to disqualify any firm upon convincing evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification.

**6. Technical Proposals:** The Vendor is to designate an individual during the bid process, authorized to act as Technical Representative. Contact will be identified in the submittal along with his/her telephone number, E-mail address.

– Responsibility for submittal Costs. The Vendor shall be responsible for all costs incurred in the preparation and submission of their submittal.

**7. Responses:** Submit a response for each of the following categories:

– Ability to Accept Project – This request for proposal must contain a section acknowledging the ability to complete a project of this size and type within the time frame listed. If for any reason the Vendor is not able to provide the size and type of services within this scope, a thorough explanation must be given.

- **Equipment** - A list of the equipment (including hardware, personnel, and software) that will be used in this project is to be included in the technical documentation. This listing shall also identify the site location of the equipment. Respondents shall discuss the assessment procedures and equipment that will be used to produce the deliverables.
- **Present Work Level** - A complete tabulation of the Vendor's current projects is to be included in the documentation. Each project shall be identified by name, type, size, duration and personnel assigned to that project.
- **Non-Disclosure**. The county realizes some of this information may be confidential and will work to keep that information private subject to the law of public record.

**8. Subcontracting:** While the use of sub-contractors is not discouraged, the County prefers that the Vendor's team be made up of as few firms as practical. This preference is intended to ensure that the County receives work of consistent quality. If the Vendor chooses to involve one or more sub-contractors, the Vendor must perform a large portion of the contract work. The name of the subcontracting firm and specific work to be performed by the subcontracting firm must be described in the submittal along with a curriculum vitae of each participant thereof. The County must approve all sub-contractors before contract signing. The Vendor is responsible for all deliverables and the quality of those deliverables as insured by the payment retainage.

**9. Payment:** The Vendor will invoice on a monthly basis for work completed in the time period immediately prior. All invoices must delineate each County merchant or service provider the work was completed for, the deliverable such work applies to, and the PCI DSS requirement reviewed. All invoices are expected to represent the hours actually spent on the project and pre-payment for work not yet completed will not be issued. Final payment will be paid within 30 days of the final approval of the complete deliverables.

**10. Retainage:** Twenty-five percent (25%) of the total amount of the cost of each project deliverable, per County agency, and the SFPC, shall be retained until all deliverable products are delivered to and formally accepted by the County as complete, satisfactory and meeting all applicable specifications and standards. Payment of retainage will be made upon the conclusion of the project or upon successful completion of that portion of the project, as delineated in the Supplemental Pricing Index, which has been successfully completed and accepted.

**11. Penalty:** A 15% Penalty will be enforced for deliverables past the contract due date, and for any deliverables that are returned for quality control corrections. Items returned for quality errors must be re-delivered to the County within 7 days of the letter of rejection.

**12. Visits to Vendor's Site:** The County may require visits to the Vendor's site to inspect work in progress and verify that the procedures and equipment being used are in compliance with contract requirements. The Vendor agrees to allow access to its facilities for periodic visits by the County or its agents. These visits may be unannounced and/or may be upon short notice.

**13. Ownership:** All deliverables including data are property of Shelby County. The chosen Vendor will not resell or use any data collected or generated for Shelby County without a written release from the County. This restriction includes the use of County data in publication literature such as brochures, fliers, or general documentation for the promotion of the Vendor.

**14. Specifications:** The Vendors responding to this RFP shall provide a detailed description of the specific procedures to be employed to accomplish the required tasks. The description shall include quality control steps to be implemented by the vendor to ensure that the accuracy and completeness is performed as stated under the project specifications. This will include those procedures that are to be used between the County, and the vendor for correcting all errors. All production and delivery schedules must also be included in the proposal.

**15. Inspection and Quality Control**

- INSPECTION: Deliverables will be reviewed within 30 working days of delivery. Work product will be subjected to inspection. The County reserves the right to return to the Vendor, without completion of inspection, work found to have errors.
- EDITING: The Vendor shall be responsible for correction of all errors or anomalies in work products rejected or accepted pending correction. Correction shall be at Vendor’s cost. At its sole discretion, the County may choose to take responsibility for minor corrections, but shall notify the Vendor to aid in improvement of later deliveries. The Vendor shall correct all errors identified. No errors previously reported is acceptable on final deliverables. Execution of the corrective action shall not affect the Vendor’s production schedule.
- ACCEPTANCE: The County will accept, on a preliminary basis, all files, when the inspection yields products meeting standards established during incremental deliverables development. Formal acceptance of all work product will occur when the Vendor provides all deliverables meeting all standards established as a result of this RFP.

**B. Background**

The Shelby County Government consists of 11 merchants, 1 non-County merchant, and 1 service provider covered under the PCI DSS Security Council PCI DSS requirements.

Shelby County Government desires to consolidate the annual PCI DSS compliance audits and Self-Assessment Questionnaire completion for all of these entities under a single contract for the purpose of performing the fiscal year 2018 PCI DSS Audits and assessments (July 1, 2017 through June 30, 2018). These County Offices and departments are all located within the boundaries of Shelby County Tennessee.

The successful applicant will be tasked with performing the required assessments and audits and providing the deliverables requested. All deliverables are required to be submitted, fully completed, 60 days prior to the compliance sustainment date for each Merchant and Service Provider as listed under the Desired Timetable.

**C. Scope of Contract**

Shelby County Government desires to contract with an outside vendor for the purpose of performing the 2017 PCI DSS Audits for the following County merchants, non-County merchant, and service provider;

<b><u>County Entity</u></b>	<b><u>Entity Type</u></b>
Chancery Court	Merchant
Circuit Court	Merchant
Code Enforcement	Merchant
Clerk’s Office	Merchant
Criminal Court	Merchant
General Session Civil	Merchant
General Sessions Criminal	Merchant
Health Department	Merchant
Office of Conservation	Merchant
Probate	Merchant
Trustee’s Office	Merchant
ITS	Service Provider
Shelby Farms Park Conservancy	Merchant (non-County)

Acceptance will be based upon the Criteria contained in Sections II and XII and the Deliverables specified in section IX.C.

**D. Project Time Frame**

The term of the contract will begin upon the execution of the contract and will conclude at the completion of the project. The successful consultant must be prepared to begin immediately upon receipt of a Notice to Proceed. All deliverables are required to be submitted, fully completed, 60 days prior to the compliance sustainment date for each Merchant and Service Provider as defined under the Desired Timetable.

**E. Selection Criteria**

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

**F. Additional Information and References**

Proposers must include a list of three (3) reference accounts with similar product deliverables being requested by the County who the proposer has serviced within the last three (3) years. Any additional information that would be helpful to the County in evaluating a proposal should be provided.

While it is mandatory that the proposer provide the information in the format presented in this document, alternative approaches presented as additional information will be considered and welcomed.

**G. 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 Contractor's books relative to the Accounts for which services are being provided under this contract.

**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. PURPOSE AND SCOPE OF WORK**

The purpose of this RFP is to select the best-qualified vendor(s) and award a County-approved contract for professional services to perform the Services, satisfactorily completing all activities associated with the Services.

**Introduction**

This RFP addresses Shelby County Government's desire to consolidate the annual PCI DSS compliance audits and assessments for the County merchant agencies, the Shelby Farms Park Conservancy, and the County ITS service provider, under a single contract for the purpose of performing the Fiscal Year 2018 PCI DSS Audits (running from 07-01-2017 through 12-31-17) for these entities located within the boundaries of Shelby County Tennessee. The purpose of these services is to validate the PCI DSS compliance of these entities or to identify the insufficiencies and identify failed PCI DSS requirements and the causes of such failures. Specific information for each County entity is provided in Attachment 1.

The successful applicant will be tasked with performing the required audits and assessments and providing the deliverables requested. All deliverables are required to be submitted, fully completed, 60 days prior to the compliance sustainment date for each Merchant and Service Provider as listed under the Desired Timetable.

While this Request for Proposal’s intention is to consolidate the PCI DSS contracting under a single contract, all cost proposals are to be submitted such that costs are identified for each entity and service provider with the cost proposal including the hours to be worked and the hourly charge for each entity, listed by deliverable. For this reason, a supplemental pricing index listing, as designated below, is requested to be included with the sealed pricing requested in attachment 3. The presented costing sheet should look like the following with the hours being contained in the blank cells under deliverables and the total hours and total cost being contained in their respective columns;

**Supplemental Pricing Index**

<b>County Entity</b>	<b>Deliverable Hours</b>										<b>Total Hours</b>	<b>Total Cost</b>
	<b><u>1</u></b>	<b><u>2</u></b>	<b><u>3</u></b>	<b><u>4</u></b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>	<b><u>10</u></b>		
Chancery Court												
Circuit Court												
Code Enforcement												
Clerk’s Office												
Criminal Court												
General Session Civil												
General Sessions Criminal												
Health Department												
Office of Conservation												
Probate												
Trustee’s Office												
ITS												
SFPC (non-County)												

While synergy and reduced costs are two of the goals of this RFP, pricing is expected to be present such that the removal of any individual entity, with the exception of the Service Provider, will not affect the other hours and prices submitted, allowing the pricing to be quickly recalibrated based upon the table above and the willingness of merchants to engage in the process. The contract awarded to the successful bidder will represent the final inventory of entities to be reviewed and the subsequent pricing for this review.

**B. Services Required**

The successful applicant must provide the following services for the County;

- (i) Develop and submit to the Payment Card Industry Sub-Committee (SCPCIC) for review and approval, a detailed project plan establishing the tasks and timeline necessary for successful project completion.

- (ii) Validate the full PCI DSS scope for each Merchant and the Service Provider including, but not limited to, the payment channel data flows, devices and software involved, and the appropriate SAQ for the given entity and payment channel. The result of this review will both validate the scope of the Audit and will ensure all subsequent sampling is appropriately identified.
- (iii) Establish an appropriate test sampling population for audit testing and review.
- (iv) Complete the annual PCI Risk Assessment for all listed Merchants and the service provider.
- (v) Conduct the annual PCI DSS security assessments for the current PCI DSS version (3.2) with quality assurance (QA) review for all listed Merchants and the service provider.
- (vi) Create compliance Dashboards for all listed Merchants and the service provider..
- (vii) Provide one series of retesting services for requirements found to have failed the review. The County will remediate these issues and the vendor will retest these requirements.
- (viii) Prepare and sign the annual PCI Report on Compliance for all reviewed Merchants and the Service Provider.
- (ix) Prepare and sign the annual Attestation of Compliance Report for all reviewed Merchants and the Service Provider.
- (x) Prepare and sign the annual Self-Assessment-Questionnaire for all reviewed Merchants and the Service Provider.
- (xi) In the event that any Merchants or the Service Provider should fail to pass the PCI DSS audit after the remediation retesting for failed requirements, complete the PCI Security Standards Council Prioritized Approach Tool for each.

**C. Deliverables**

- (i) A detailed project plan including project milestones, tasks required to complete milestones, and the timeline for milestone and project completion.
- (ii) Weekly project status teleconferences to discuss project status, outstanding existing evidentiary requests, and upcoming evidence requests.
- (iii) Monthly reports of activities to include the overall status of project tasks, milestones, and proposed changes to the project timeline.
- (iv) The annual PCI Risk Assessment for all listed County entities.
- (v) Compliance Dashboards for all reviewed Merchants and the Service Provider.
- (vi) Interim PCI Security Standards Council Prioritized Approach Tool report on failed requirements to be utilized for remediation efforts directed at preparing for retesting.
- (vii) Completed and signed PCI Reports on Compliance for all reviewed Merchants and the Service Provider.
- (viii) Completed and signed Attestations of Compliance Report for all reviewed Merchants and the Service Provider.
- (ix) Completed and signed Self-Assessment-Questionnaires for all reviewed Merchants and the Service Provider.
- (x) As required, complete the PCI Security Standards Council Prioritized Approach Tool for each entity failing to meet the PCI DSS requirements.

**D. Deliverables**

- (i) A detailed project plan including project milestones, tasks required to complete milestones, and the timeline for milestone and project completion.
- (ii) Weekly project status teleconferences to discuss project status, outstanding existing evidentiary requests, and upcoming evidence requests.
- (iii) Monthly reports of activities to include the overall status of project tasks, milestones, and proposed changes to the project timeline.
- (iv) The annual PCI Risk Assessment for all listed County entities.
- (v) Compliance Dashboards for all reviewed Merchants and the Service Provider.
- (vi) Interim PCI Security Standards Council Prioritized Approach Tool report on failed requirements to be utilized for remediation efforts directed at preparing for retesting.
- (vii) Completed and signed PCI Reports on Compliance for all reviewed Merchants and the Service Provider.
- (viii) Completed and signed Attestations of Compliance Report for all reviewed Merchants and the Service Provider.
- (ix) Completed and signed Self-Assessment-Questionnaires for all reviewed Merchants and the Service Provider.
- (x) As required, complete the PCI Security Standards Council Prioritized Approach Tool for each entity failing to meet the PCI DSS requirements.

**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.

**1. General Requirements**

Control. All services by the Contractor 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. Contractor's Personnel**

The Contractor 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 contractor. The Contractor 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 or subcontracted company 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 contractor, or any of the contractor's employees or agents, are the agents, representatives, or employees of the County. The Contractor 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 Contractor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Contractor 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 Contractor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the contractor 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 Contractor for services performed shall be on the Contractor'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 Contractor, its' agent, 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 Contractor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- iii. The Contractor or its' agent 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 Contractor's assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Contractor for Contractor'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 Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or sub-contractors. 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 Contractor 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 Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor to the Contractor in connection with any work contemplated or performed relative to this Contract.

7. **Covenant against Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor, 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 Contractor 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 or 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

**a. 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.

**b. Amendment**

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

**c. 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.

**d. 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.

**e. 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.

**f. 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.

**g. 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. The County will make no travel advances.

**h. Incorporation of Other Documents**

a) Contractor 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.

**i. Contracting With Locally Owned Small Businesses**

The Contractor shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and service

**j. Incorporation of Whereas Clauses**

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

**k. Waiver of Proprietary Interest**

Notwithstanding anything to the contrary contained herein or within any other document supplied to County by the Contractor, Contractor 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.

**l. Organization Status and Authority**

(a) Contractor 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 Contractor 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 Contractor, any provision of any indenture, agreement or other instrument to which the Contractor is a party, or by which the Contractor'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.

**m. Warranty**

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

**n. Rights in Data**

The County shall become the owner, and the Contractor 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 Contractor under this Contract, regardless of whether they are proprietary to the Contractor or to any third parties.

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

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

- (a) Contractor 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
- (b) Contractor its sub-contractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- (c) The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Contractor 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.
- (d) The County has no obligation to provide legal counsel or defense to the Contractor or its sub-contractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor as a result of or relating to obligations under this Contract.
- (e) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Contractor as a result of or relating to obligations under this Contract.
- (f) The Contractor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 900, Memphis, TN 38103, of any claim or suit made or filed against the Contractor or its sub-contractors 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.

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

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

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

Contractor/provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* – minimum of: \$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) Broad Form Property Damage
  - f) Personal Injury and Advertising Liability
  - g) Cyber Liability-minimum limit \$500,000
- 2) *Business Automobile Liability Insurance* – minimum limit of \$1,000,000 each accident for property damage and bodily injury. Coverage is to be provided on all:
- a) Owned/Leased Autos
  - b) Non-owned Autos
  - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* – Including coverage sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident.

The Workers' Compensation policy shall include form WC 00 03 13, or its equivalent, waiving subrogation rights against Shelby County, its elected officials, appointees, and employees.

4) *Professional Liability/Errors & Omissions Insurance* – minimum of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made basis.

5) A *performance bond* in the amount of 50% of the amount of the contract is required from the successful contractor.

Upon termination or cancellation of any claims-made coverage currently in effect under this agreement, the contractor shall purchase an extended reporting endorsement and furnish evidence of same to the county.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) day notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the 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.

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

**o. Right to Monitor and Audit**

Access to Records. During all phases of the work and services to be provided hereunder the Contractor agrees to permit duly authorized agents and employees of the County, to enter the Contractor'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 Contractor 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**

### **GENERAL**

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.

1. 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.
2. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

**3. All copies of proposals must be completed and all copies of proposals must be received by no later than 2:00 pm (CST) on September 12, 2016 at Shelby County Government Purchasing Department, 160 N. Main St., Suite 900, Memphis, TN 38103.**

4. Proposer agrees to provide the County with any additional information it deems necessary to accurately determine their 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.

### **PROPOSAL PRESENTATION**

1. One (1) original (clearly identified as original), five (5) copies and a digital CD or USB Memory Stick 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, RFP # 17-008-04 "FY2018 PCI QSA Professional Services"** on the outside with due date and time indicated.
3. **ALL PRICING WILL BE PROVIDED IN SEPARATE SEALED ENVELOPES.**
4. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
5. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

## **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 (*required documents*) should be the first two pages of your written response.

### **1. General Requirements**

- a. Cover letter
- b. Firm name, address, and telephone number
- c. Point of contact: name and telephone number
- d. Written statement of compliance with Title VI

### **2. Capacity to perform required services**

- a. Areas of expertise addressed by the team members presented in submittal

### **3. Qualifications**

- a. Company overview for all consulting firms participating as team members

### **4. Experience**

Provide case study information documenting relevant experience from three projects which were completed within the past three years. Case studies shall list the following as a minimum:

- a. Client and client's point of contact information
- b. Firm's role in project
- c. Project staff and their role

### **5. Methodology**

Summary of suggested approach and methodology shall include:

- a. Clearly defined scope of work
- b. Proposed distribution of tasks among team members
- c. Organizational chart, including all team members
- d. Cost breakdown of each product deliverable.

### **6. Level of certified Locally Owned Small Business (LOSB) participation**

- a. LOSB participation percentage must be calculable from distribution of tasks outlined in Methodology section.

## 7. Additional Information

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

## 8. Pricing information is to be provided in a separate, sealed envelope.

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

### **A. EVALUATION PROCESS**

#### a. 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.

#### b. Technical Review

Proposals meeting the above requirements will be evaluated based on the following criteria:

- a. Each proposal submitted will be reviewed by the PCI DSS Subcommittee with recommendations submitted to the Shelby County Information Technology Steering Committee, which may elect to schedule a personal presentation and interview with one or more of the recommended proposers. After the review process is completed, this committee will recommend the successful proposer to the Purchasing Administrator, who makes the decision, subject to the approval of the contract by the Mayor.
- b. The committee will assess the proposals for this project. Based on the scores, comments, and recommendations of the committee members, the committee may select a short list of firms for interviews. Evaluation criteria to include:
  - i. Understanding of the Services required by the County;
  - ii. Quality and responsiveness of the proposal;
  - iii. Quality and availability of staff assigned to the project;
  - iv. Background and related experience of the individuals assigned to this project;
  - v. Recent experience on similar projects
  - vi. Proposed cost to the County

Once the technical proposal is discussed and ranked, the cost proposal will be reviewed for consistency with, and in light of, the evaluation of the technical proposal. The selection committee reserves the right to seek clarification of any proposal submitted and to select the proposal considered to best promote the public interest. The selection committee will submit the results in order of preference to Purchasing for final acceptance.

#### c. Oral Presentation

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 evaluation committee, some or all Proposers who submit a 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.

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

d. 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.

## Attachment 1 – Entity Information Sheet

County Entity	Entity Type	Payment Channels				In-Scope Devices			Prior Year SAQs						
		CP	CNP (Web)	CNP (IVR)	CNP (Phone)	POI Devices	Workstations	Firewalls	SAQ A	SAQ A-EP	SAQ B	SAQ C	SAQ C-VT	SAQ D Merchant	SAQ D Service Provider
Chancery Court	Merchant		1		1		3		1				1		
Circuit Court	Merchant		1		1		5		1				1		
Code Enforcement	Merchant	1				4					1				
Clerk's Office	Merchant	1	1			60	77		1					1	
Criminal Court	Merchant	1				1					1				
General Session Civil	Merchant	2	2			2	24						1		
General Sessions Criminal	Merchant	2	2	1	1	2	21						1		
Health Department	Merchant	1				20					1				
Office of Conservation	Merchant	1				1					1				
Probate	Merchant	1				1					1				
Trustee's Office	Merchant	1	1			18	1	18		1		1			
ITS	Service Provider						4	2							1
SFPC	Merchant	2	1			10	10	2	NA	NA	NA	NA	NA	NA	NA

**Attachment 2**  
**Proposal Response Sheet**  
**Shelby County Government**  
**FY2017 PCI QSA Professional Services , RFP # 17-008-04**

<b>Question</b>	<b>Answer</b>	<b>Comments</b>
1. Does your company have appropriate licenses and certifications required to perform the Services in the State of Tennessee? <i>Please attach copies to response.</i>	<b>Yes</b> <b>No</b>	
2. Does your company have the financial capability, resources, manpower, and equipment to perform the Services effectively? <i>Please provide documented proof.</i>	<b>Yes</b> <b>No</b>	
3. Does your company have an Equal Opportunity Compliance (EOC) certification number with Shelby County Government? <i>If yes, please list EOC #</i>	<b>Yes</b> <b>No</b>	
4. Does your company adhere to all Title VI requirements?	<b>Yes</b> <b>No</b>	
5. Is your company a LOSB within Shelby County?	<b>Yes</b> <b>No</b>	
6. Can your company provide a performance bond in the amount of fifty (50%) percent of the amount of the Contract?	<b>Yes</b> <b>No</b>	
7. Provide proof of insurance?	<b>Yes</b> <b>No</b>	

**Attachment 2  
 Proposal Response Sheet  
 Shelby County Government  
 FY2017 PCI QSA Professional Services , RFP # 17-008-04**

<b>Question</b>	<b>Answer</b>	<b>Comments</b>
8. Can your company be prepared to begin immediately upon receipt of a Notice to Proceed? If no, then when?	<b>Yes</b> <b>No</b>	
9. List of three (3) reference accounts for which you have provided similar services within the last three (3) years. Please attach any additional information you would like to be considered.		1.  2.  3.
10. Does the company, and the staff members to be assigned to this project, have a minimum of five (5) years verifiable experience providing the requested services for entities, similar to, or larger than, the County?	<b>Yes</b> <b>No</b>	
11. Is your company willing to sign a confidentiality agreement with the County.	<b>Yes</b> <b>No</b>	

**Attachment 2  
 Proposal Response Sheet  
 Shelby County Government  
 FY2017 PCI QSA Professional Services , RFP # 17-008-04**

<b>Question</b>	<b>Answer</b>	<b>Comments</b>
12. Is your company willing to sign and abide by the Shelby County Business Associate Agreement.	<b>Yes</b> <b>No</b>	
13. If the company is an independent contractor (sole proprietors), does it adhere to State of Tennessee Public Chapter No.436, known as the "Tennessee Lawful Employment Act (effective date of 1/1/2012)?"	<b>Yes</b> <b>No</b>	
14. Does the company meet all requirements for the performance of the Services in accordance with the provisions of this RFP?	<b>Yes</b> <b>No</b>	
15. Can the company provide the detailed project plan establishing the project milestones, tasks required to complete milestones, and the timeline for milestone successful project completion?	<b>Yes</b> <b>No</b>	

**Attachment 2  
 Proposal Response Sheet  
 Shelby County Government  
 FY2017 PCI QSA Professional Services , RFP # 17-008-04**

<b>Question</b>	<b>Answer</b>	<b>Comments</b>
16. Can your company validate the PCI DSS scopes for the entities identified?	<b>Yes</b>  <b>No</b>	
17. Can your company establish an appropriate test sampling population for audit and assessment testing and review?	<b>Yes</b>  <b>No</b>	
18. Is your company knowledgeable in the completion of annual PCI Risk Assessments utilizing the PCI DSS Council's tools and guidance's?	<b>Yes</b>  <b>No</b>	
19. Is your company capable and experienced in completing PCI DSS security assessments under version 3.2 of the PCI DSS with quality assurance (QA) review?	<b>Yes</b>  <b>No</b>	
20. Is your company capable of generating Compliance Dashboards for all reviewed Merchants and the	<b>Yes</b>  <b>No</b>	

**Attachment 2  
 Proposal Response Sheet  
 Shelby County Government  
 FY2017 PCI QSA Professional Services , RFP # 17-008-04**

Question	Answer	Comments
Service Provider?		
21. Can the company provide monthly reports of activities to include the overall status of project tasks, milestones, and proposed changes to the project timeline?	<b>Yes</b> <b>No</b>	
22. Is the company capable of completing the PCI DSS Council Report on Compliance for all reviewed Merchants and the Service Provider?	<b>Yes</b> <b>No</b>	
23. Is the company capable of completing the PCI DSS Council Attestation of Compliance Report for all reviewed Merchants and the Service Provider? 24. In the event that any Merchants or the Service Provider should fail to pass the PCI DSS audit, complete the PCI Security Standards Council Prioritized Approach Tool for each	<b>Yes</b> <b>No</b>	
25. Is the company capable of completing the PCI DSS SAQ questionnaire for all reviewed Merchants and the Service Provider?	<b>Yes</b> <b>No</b>	
26. Is the company capable of completing the PCI DSS Council PCI Security Standards Council Prioritized Approach Tool for all reviewed Merchants and the Service Providers who fail to pass the PCI DSS audit?	<b>Yes</b> <b>No</b>	

**Attachment 3  
Pricing Response Sheet –  
SEPARATE SEALED ENVELOPE  
Shelby County Government  
FY2018 PCI QSA Professional Services , RFP # 17-008-04**

<b>Deliverable</b>	<b>County Office or Department</b>	<b>Price</b>
1. Supplemental Pricing Sheet	All	
2. Detailed project plan including project milestones, tasks required to complete milestones, and the timeline for milestone and project completion.	All	
3. Weekly project status teleconferences to discuss project status, outstanding existing evidentiary requests, and upcoming evidence requests.		
4. Monthly reports of activities to include the overall status of project tasks, milestones, and proposed changes to the project timeline.	All	
5. The annual PCI Risk Assessment for all listed County entities.		
6. Compliance Dashboards for all reviewed Merchants and the Service Provider.		
7. Interim PCI Security Standards Council Prioritized Approach Tool report on failed requirements to be utilized for remediation efforts directed at preparing for retesting.		
8. Completed and signed PCI Reports on Compliance for all reviewed Merchants and the Service Provider.		
9. Completed and signed Attestations of Compliance Report for all reviewed Merchants and the Service Provider.		
10. Completed and signed Self-Assessment-Questionnaires for all reviewed Merchants and the Service Provider.		
11. As required, complete the PCI Security Standards Council Prioritized Approach Tool for each entity failing to meet the PCI DSS requirements.		
<b>Total</b>		

**Attachment 4**  
**Alternate Approaches Sheet**  
**Shelby County Government**  
**FY2018 PCI QSA Professional Services , RFP # 17-008-04**  
**FY2017**

**(Free Form)**

**SHELBY COUNTY GOVERNMENT**  
**LOCALLY OWNED SMALL BUSINESS (LOSB) PROGRAM**  
**FOR WASTE TIRE RECYCLING SERVICES PARKS AND GROUNDS**  
**MAINTENANCE**

**General**

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that it's purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOSB's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, proposers, or Contractors doing business with Shelby County provide to LOSB's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs so as to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that 15% of the contract shall be contracted with LOSB's vendors. For assistance and information regarding LOSB participation, Bidders shall contact:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 200  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: carolyn.griffin@shelbycountyttn.gov

## Definitions

The definitions used in this document are as follows:

1. **“Bidder”** or **“Proposer”** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities or services.
2. **“Certification”** or **“Certified”** means a Business that is certified by Shelby County Government under the LOSB program.
3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOS B)”** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOS B”** means a business, which is not certified as a LOSB.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

## Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders and proposers shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

## Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the

greatest extent possible a level of participation by LOSB's taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB's. This review is based on the availability of qualified LOSB's providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

**1. Pre-Bid Activity**

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB's.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding: pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

**2. Contractor's Responsibilities**

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOS Form "A."**

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOS Form "B."** This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOS Form "C"** or **LOS Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOS Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOS Form "B."** Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOS Form "C."**

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOS Form "B"** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOS Form "D"** certifying all payments made to LOSB's.

**3. LOSB Responsibilities**

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOS Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

**Written Agreement**

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

**Certification**

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

**Monitoring LOSB Utilization**

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

## **Efforts to Achieve LOSB Participation**

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on **LOS Form "A,"** which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
  - a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
  - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities.

The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

## **Substitution of LOSB's after Contract Award**

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

## **Noncompliance with LOSB Program**

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or,
3. Other reasons deemed appropriate by Shelby County.

## **Questions and Information**

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Carolyn Griffin  
Office of Equal Opportunity Compliance  
Board of Commissioners of Shelby County  
160 North Main Street, Suite 200  
Memphis, Tennessee 38103  
Phone: 901-222-1100  
Fax: 901-222-1101  
E-mail: carolyn.griffin@shelbycountyttn.gov

## **Construction**

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

## **LOSB Program Forms Description**

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOSB Form B -- LOSB Utilization Plan**

A Contractor is required to submit **LOSB Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOSB Form "B,"** if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOSB Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be

required to finalize and submit **LOS B Form "B"** prior to award of a contract. **LOS B Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOS B Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County.

The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOS B Form "B."**

- **LOS B Form C** –Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services

Contractors are required to have each subcontracted LOSB providing services complete **LOS B Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOS B Form D** – Statement of Payments to LOSB's

Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOS B Form "D."** The form is required to be submitted to Shelby County each month. **LOS B Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

**Shelby County  
 LOSB Program**

**LOS B FORM A**

**CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION**

(To Be Submitted with the Bid/Proposal)

**Company Name:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_

I certify that the following efforts were made to achieve LOSB participation:

YES NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		
B	Direct mailing, electronic mailing, facsimile or telephone requests		
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation		
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline		
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities		
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities		

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

<b>Name and Address of LOSB</b>	<b>Type of Work And Contract Items, Supplies or Services to be Performed</b>	<b>Response</b>	<b>Reason for Not Accepting Bid/Proposal</b>

*(If additional space is required, this form may be duplicated)*

**If applicable, please complete the following:**

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

---

---

Submitted by:

---

Authorized Representative Signature

---

Title

---

Date

**Shelby County  
LOS B Program**

**LOS B FORM B**

**LOS B UTILIZATION PLAN**  
(To Be Submitted with the Bid/Proposal)

**Company:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, do certify that on the following procurement opportunity,  
(Contractor)  
\_\_\_\_\_, the following LOSB's will be utilized as sub-contractors, suppliers,  
(Opportunity)  
or to provide professional services:

Name	Description of Work	Contract Value	LOS B Number

*(If additional space is needed this form may be duplicated)*

TOTAL CONTRACT VALUE: \_\_\_\_\_

TOTAL % OF LOSB PARTICIPATION: \_\_\_\_\_

*The successful bidder/proposer is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder/proposer. The finalized LOSB Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder/proposer is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOSB Form B.*

Submitted by:

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Shelby County  
LOS B Program  
LOS B FORM C**

**STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR  
PROVIDE SUPPLIES OR SERVICES  
(To Be Submitted Prior to Contract Award)**

**Company Name:** \_\_\_\_\_  
**Bid No.:** \_\_\_\_\_

I, \_\_\_\_\_, intend to provide supplies or services in connection with the  
(Subcontractor/Provider)  
above **bid/proposal** request as a LOSB.

I am prepared to perform a “**Commercially Useful Function**” in connection with the above project.

The following are the work items to be performed:

---

---

at the following price: \$ \_\_\_\_\_.

**If applicable, please complete the following:**

I have or will enter into a formal agreement with \_\_\_\_\_ for the above-  
(Company)  
described scope of work, supplies, or services conditioned upon the execution of a contract  
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information: Submitted by:

Business: \_\_\_\_\_  
Authorized Representative (Print)

Address: \_\_\_\_\_  
\_\_\_\_\_

Title \_\_\_\_\_  
Authorized Representative's Signature

Phone: \_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_  
Facsimile: \_\_\_\_\_

**Shelby County  
 LOSB Program**

**LOS B FORM D**

**STATEMENT OF PAYMENTS TO LOSB'S**  
 (To Be Submitted Monthly and with Final Payment Request)

**Company Name:** \_\_\_\_\_

**Name/Contract No.:** \_\_\_\_\_

**Payment Request Number:** \_\_\_\_\_

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

*(If additional space is needed this form may be duplicated)*

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: \_\_\_\_\_  
 Authorized Representative (Print)

\_\_\_\_\_

Address: \_\_\_\_\_  
 Title

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_  
 Date

\_\_\_\_\_

Facsimile: \_\_\_\_\_

**FORMS TO BE SUBMITTED**

**LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE**

**LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF THE WORK.**

**DRUG FREE WORKPLACE AFFIDAVIT - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**GRATUITY DISCLOSURE FORM - MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.**

**BID BOND- ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.**

**NOTE: LOSB FORM C AND D WILL BE SUBMITTED BY THE SUCCESSFUL CONTRACTOR.**

**LOSB FORM C- MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALY USEFUL FUNCTION.**

**LOSB FORM D-MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.**

**FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.**

## VIII. AWARD OF CONTRACT

- a. 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.

- b. **Scope of Work (Services Required)**

The successful contractor will be required to provide all management, supervision, labor, material, equipment and supplies necessary to complete all aspects of the project as specified in attached drawings.

The stairwell cover structure must simulate architecture of the trolley station.

Contractor will warranty the complete job, labor, and material for one (1) year after completion of the work.

- c. **Project Time Frame**

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

- d. **Selection Criteria**

Contract(s) will be awarded based on the lowest responsive proposals received. The contents of the proposal of the successful Bidders will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

- e. **Additional Information and References**

Any additional information that would be helpful to the County evaluating your proposal, including a list of current and former clients with a similar profile to Shelby County should be submitted.

**IX. NOTICE TO BIDDERS**

**Time and Place of Opening of Bids:**

RPF's sealed bids for the improvements described herein will be received and opened at **THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SUITE 900, VASCO A. SMITH JR., ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, at 2:00 P.M., Monday September 12, 2016.**

**NOTE: There will not be a public bid opening for this project.**

**EOC Requirements:**

As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, **901-222-1100.**

Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms from the listing that can be obtained from Shelby County EOC department. Bidders may also provide the names of firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

**Rejection of Bids:**

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

**BY ORDER OF:**

**CLIFTON DAVIS**

**PURCHASING ADMINISTRATOR  
SHELBY COUNTY GOVERNMENT**

