



Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 900
Memphis, TN 38103

Issued: October 24, 2016

Due: December 2, 2016 no later than 3:00 P.M. (Central Standard Time)

RFP #17-010-22

Ryan White Part A and Minority AIDS Initiative (MAI)

HIV Emergency Relief Project

(Community Services)

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services for People Living with HIV/AIDS (PLWHA) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton Counties in Tennessee; Marshall, DeSoto, Tunica, and Tate Counties in North Mississippi; and Crittenden County in East Arkansas. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

A MANDATORY pre-proposal conference will be held on Monday, November 7, 2016 at 2:00 p.m. to address your questions and provide additional information for this proposal. This meeting will be conducted at the 160 N Main, 2nd Floor Conference Room. All interested respondents will be required to attend the meeting. If you plan to attend, you must contact the Purchasing Department via email at Carla.Hayes@shelbycountyttn.gov to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of Purchasing no later than 3:00 p.m. on Friday, December 2, 2016. Proposals should be addressed to:

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

The package containing one (1) original copy (clearly identified as original), one (1) digital copy on a USB flash drive and seven (7) copies of your proposal must be sealed and marked with the Proposer's name **and "CONFIDENTIAL, RYAN WHITE Part A and MAI Services, RFP #17-010-22** noted on the outside of the package.

Sincerely,

**Carla J. Hayes, Buyer
Shelby County Government
Purchasing Department**

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

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

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies and professional individuals to provide core medical and supportive services (the “Services”) for people living with HIV/AIDS (PLWH/A) in the Memphis Transitional Grant Area (TGA), including Shelby, Fayette and Tipton counties in Tennessee, Marshall, DeSoto, Tunica, and Tate counties in Mississippi, and Crittenden County in Arkansas. This Request for Proposals (“RFP”) is being released to invite interested and qualified agencies to prepare and submit proposals in accordance with instructions provided where the successful candidates will be selected and invited to enter into a contractual relationship with the County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIREMENT

All Proposers must:

1. Be a qualified nonprofit organization currently chartered by the State in which they operate and exempt from federal tax under Section 501 (c) (3) of the Internal Revenue Code of 1986. For-profit service providers may apply if they are able to demonstrate they are the only available provider in a particular service category of quality HIV/AIDS care in the area.
2. Must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS.
3. Have a functioning accounting system that is operated in accordance with generally accepted accounting principles or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer’s fiscal agent.
4. Have the principal site of operation be within the counties of Shelby, Fayette, and Tipton in Tennessee, counties of DeSoto, Tate, Tunica, and Marshall in Mississippi and Crittenden County in Arkansas.
5. Be Medicaid certified, if providing services which are Medicaid eligible.
6. Have sufficient staff or sub-contractors experienced in performing the Services.
7. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes, and fees.
8. Apply and qualify for a Vendor Number through the Purchasing Department and an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*prior to submitting your response*) (MANDATORY, see details outlined below).
9. Provide a written statement of compliance that you adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Possess the minimum insurance requirements (MANDATORY, please review closely).
11. Independent contractors (sole proprietors) must adhere to State of “Tennessee Public Chapter No. 436, known as the Tennessee Lawful Employment Act” (effective date of 01/01/12). *If applicable, proof and documentation of employment eligibility must be included with the proposal.*

Please Note: As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance (EOC)” certification number. You can access the online applications to receive the numbers indicated above at www.shelbycountyttn.gov. To obtain a vendor number and an EOC number, please follow the instructions below:

Vendor Number (Purchasing Department)

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

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

At the top of the home page, click on the links “Department”, “E” for the Equal Opportunity Compliance and “Contract Compliance Program”. The “Contract Compliance Packet” link is in the middle of the page. Please print the packet and mail or fax the completed packet to the EOC office. The mailing address is 160 N. Main Street, Suite 200, Memphis, TN 38103. The fax number is 901-222-1101.

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

1. CORRESPONDENCE

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

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

Respondents requesting additional information or clarification are to contact Ms. Carla Hayes in writing at carla.hayes@shelbycountyttn.gov or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions.

In order to prevent an unfair advantage to any respondent, verbal questions will not be answered. The deadline for submitting questions will be November 18, 2016 by 12:00 p.m. (CST). These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

All written questions submitted by the deadline indicated above will be answered and posted on the County’s website at www.shelbycountyttn.gov within forty-eight (48) hours of the above cut-off date.

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

2. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than December 2, 2016 @ 3:00 p.m. (CST). Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstances will this deadline be extended.

V. PROPOSAL TIMELINE

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

Request for Proposals Released	Monday, October 24, 2016
Mandatory Pre-Bidders Conference	Monday, November 7, 2016 at 2:00pm CST
Questions Due Date	Friday, November 18, 2016 at 12:00 pm CST
Proposal Due Date	Friday, December 2, 2016 at 3:00 pm CST
Notification of Award	December 2016
Services to Commence	March 1, 2017

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

VI. PROPOSAL CONDITIONS

A. Contingencies

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

B. Modifications

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

C. Proposal Submission

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

D. Incurred Costs

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

E. Final Authority

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

F. Proposal Validity

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

G. Disclosure of Proposal Contents

Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject

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

H. Locally Owned Small Business (LOSB)

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
- (vi) Failure by a supplier or contractor to include locally owned small business 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 one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

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

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

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

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

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the

contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

VII. GENERAL REQUIREMENTS

A. Background

The Ryan White Program is federal legislation that addresses the unmet health care needs of people living with HIV/AIDS (PLWHA) by funding primary medical care and support services that enhance linkage to and retention in care. First enacted by Congress in 1990, it was amended and reauthorized four times, 1996, 2000, 2006, and 2009. The Ryan White Program reaches over 500,000 individuals each year, making it the Federal Government's largest program specifically for PLWHA.¹ The Ryan White program is administered at the federal level by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services.²

Like many health problems, HIV/AIDS disproportionately impacts people in poverty, racial/ethnic populations, and others who are underserved by healthcare and prevention systems. Ryan White-funded programs are the "payer of last resort." Ryan White funding only fill gaps in care not covered by other resources. Ryan White clients include people with no other source of health care and those with Medicaid or private insurance whose health care needs are not being met.

Ryan White services are intended to reduce the use of more costly inpatient care, increase access to care for underserved populations, and improve the quality of life for those affected by the epidemic. The Ryan White Program works toward these goals by funding local and State programs that provide primary medical care and support services, healthcare provider training, and technical assistance to help funded programs address implementation and emerging HIV care issues. The Ryan White Program provides for significant local and State control of HIV/AIDS health care planning and service delivery. This has led to many innovative and practical approaches to the delivery of care for PLWHA.

As treatment options have advanced, HIV has become a manageable chronic disease in the United States. The Centers for Disease Control and Prevention estimates more than 1.1 million people in the United States are living with HIV infection, and almost 1 in 6 (15.8%) are unaware of their infection.³ Over the past seven years, the estimated number of persons living with HIV or AIDS in the Memphis TGA has increased to 7,212 individuals at the end of 2015. Nationally the number of new infections has remained relatively stable and newly diagnosed HIV and AIDS cases in the Memphis TGA have been similarly stable during the past five years with 314 new HIV infections in 2015. Overall the Memphis TGA HIV incidence rate remains above national figures.

HIV/AIDS Cases

All 2015 epidemiological data presented in this section are provisional, to be used for planning purposes only, and are not for publication. These data were provided by the Shelby County Health Department,

¹ Health Resources and Services Administration, HIV/AIDS Programs. "About Ryan White: Legislation." Accessed at <http://hab.hrsa.gov/abouthab/legislation.html>.

² HRSA's latest policies and program letters regarding Ryan White services can be found at <http://hab.hrsa.gov/manageyourgrant/policiesletters.html>.

³ Centers for Disease Control and Prevention. "HIV in the United States: At A Glance." Accessed at <http://www.cdc.gov/hiv/statistics/basics/ataglance.html>.

the Tennessee Department of Health, the Mississippi Department of Health and the Arkansas Department of Health.

People Living with HIV/AIDS in the Memphis TGA: As of December 31, 2015, a total of 7,212 people were living with HIV/AIDS in the Memphis TGA. Men represent 68% of people living with HIV/AIDS (PLWHA). Non-Hispanic Blacks account for the largest racial group (82%), followed by Whites (13%) and Hispanics (2%).

New AIDS Cases in the Memphis TGA: In 2015, 133 people were diagnosed with AIDS, down from 161 in 2014. The majority of these new AIDS cases were among individuals aged 15 to 34 (41%). According to the CDC's 2014 HIV Surveillance report, the Memphis MSA ranked second among all MSAs for AIDS diagnoses rate. Shelby, Fayette, and Tipton Counties, TN account for 90% of new AIDS diagnosis among all Memphis TGA counties

Late HIV Diagnosis in the Memphis TGA: Late HIV diagnosis defined as the number of persons with a diagnosis of Stage 3 HIV infection (AIDS) within 3 months of diagnosis of HIV infection in the 12-month measurement period. Shelby, Fayette, and Tipton Counties, TN in the Memphis TGA accounted for 90 % of new AIDS diagnoses in 2015. The proportion of late HIV Diagnosis decreased from 27% in 2013 to 12% in 2015. Among the 282 newly diagnosed HIV cases in 2015, 34 were diagnosed as stage 3 HIV infection (AIDS) within the three months of HIV diagnosis in 2015 (Table 2-9). The majority of the late HIV diagnosed cases were males (88%), Non- Hispanic Blacks (79%), older adults aged 45-54 years old (35%), and MSM contacts (50%).

Persons living with HIV/AIDS in Shelby County, TN: Eighty eight percent (88%) of all persons living with HIV or AIDS in the Memphis TGA reside within Shelby County, TN. The majority of the PLWHA population in Shelby County, TN was males (68%). Among males, 81% are Non-Hispanic Black, 50% are above age 45, and 61% reported MSM contact as a risk exposure. Among females, 89% are Non-Hispanic Black, 52% are between the child-bearing ages of 15-44 years, and 71% reported heterosexual contact as a risk exposure.

Persons Living with HIV/AIDS in Fayette and Tipton Counties, TN: At the end of 2015, 159 individuals were reported to be currently living with HIV or AIDS in Fayette and Tipton Counties, which comprises 2% of PLWHA in Memphis TGA. Approximately 70% of these individuals were male. Thirty-two percent (32%) of all PLWHA in Fayette and Tipton counties were Non-Hispanic White and 62% were Non-Hispanic Black, which differs from the proportion of PLWH in Memphis TGA (13% and 82%, respectively). Reported risk exposure is similar to the overall TGA distribution: 42% reported MSM contact, 31% heterosexual contact, and 15% had undetermined risk.

Persons living with HIV/AIDS in Tate, Tunica, Marshall and Desoto Counties, MS: Approximately 7% of all persons living with HIV/AIDS in the Memphis TGA were residing in the four Northern Mississippi counties of the TGA at the end of 2015. The majority reside within Desoto County, followed by Marshall County, Tunica County and Tate County. Approximately 69% of the Northern Mississippi PLWHA population was male, and 31% were female, which mirrors the overall TGA PLWHA population distribution. The majority are Non-Hispanic Black (70%) followed by Non-Hispanic White (25%), and 2% are Hispanic.

Persons Living with HIV/AIDS in Crittenden County, AR: At the end of 2015, 204 individuals were reported to be living with HIV or AIDS in Crittenden County, AR, which accounts for approximately 3% of the entire Memphis TGA PLWHA population. Crittenden County has the largest percentage of

females living with HIV disease in the Memphis TGA; 38% of all PLHWA were female and 62% were male. Approximately 83% were non-Hispanic Black and 13% are non-Hispanic White. The highest percentage of heterosexual contact (39%) and IDU (11%) is reported in Crittenden County, while MSM contact (35%) and undetermined risk (14%) are the lowest in the Memphis TGA.

Disproportionate Impact

The epidemic continues to disproportionately impact several populations within the Memphis TGA, including Non-Hispanic Black men who have sex with men (MSM), Non-Hispanic Black women of child-bearing age, youth between the ages of 15-24, and Hispanics/Latinos.

Non-Hispanic Black MSMs: Non-Hispanic Blacks accounted for 86% of all newly diagnosed HIV disease cases in the three Tennessee counties of the Memphis TGA in 2015. Male-to-male sexual contact represents the largest portion of new HIV cases (59%) among the Non-Hispanic Black males. In addition, 86% of newly diagnosed AIDS cases were among Non-Hispanic Blacks in the Memphis TGA, in 2015.

Black/African American Women of Child-Bearing Age: In the Memphis TGA, 87% of women living with HIV/AIDS are Non-Hispanic Black, and 73% are between the child-bearing ages of 15-44 years according to 2015 data. In the Tennessee counties of the Memphis TGA, among the newly diagnosed female HIV cases, Non-Hispanic Black females account for 84% of new HIV cases, and 60% were infected through heterosexual contact in 2014. While the incidence of HIV disease has decreased significantly among women over the past five years, women still account for one out of three PLHWA in the Memphis TGA, compared to one out of four nationally.

Youth between the ages of 15-24: The entire spectrum of HIV disease epidemic is shifting to adolescents and young adults in the Memphis TGA. Adolescents and young adults aged 15-34 years accounted for 63% of new HIV cases in 2015. This disproportionate impact of new HIV infection was more notably expressed among Black Non-Hispanic males in the same age group (72%). As outlined in the 2015 AIDS incidence data, the age group 15-34 years old accounted for 41% (n=54) new AIDS diagnosis in the Memphis TGA.

Hispanics: In 2015, Hispanics accounted for 2% (n=176) of all PLHWA in the Memphis TGA. While this is a relatively small number, the rate of newly diagnosed HIV cases among Hispanics in Memphis TGA has increased from 14.7 per 100,000 in 2013 to 19.1 per 100,000 in 2015, while the overall rate of newly diagnosed HIV cases decreased. The new HIV case rate among Hispanic/Latinos was almost four times higher than that of Non-Hispanic Whites. Additionally, HIV testing data from publicly funded test sites reports that Hispanics are underrepresented among those receiving testing. Of the 23,075 tests conducted at the Shelby County Health Department during 2015, 270 (2.2%) were administered to Hispanics, although Hispanics represent approximately 5% of the Memphis TGA population.

The Continuum of HIV Care

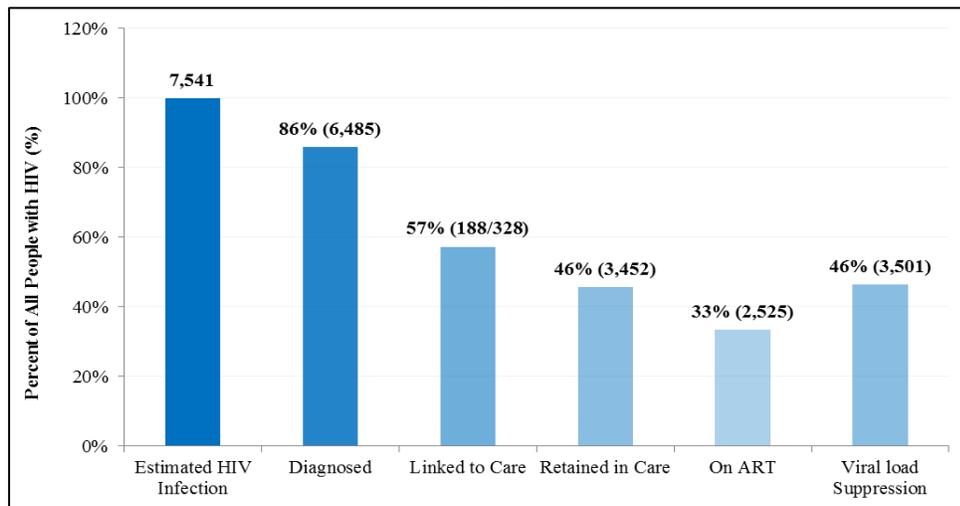
The HIV care continuum—sometimes also referred to as the HIV treatment cascade—is a model that is used by Federal, state and local agencies to identify issues and opportunities related to improving the delivery of services to people living with HIV across the entire continuum of care.⁴ This continuum has five main “steps” or stages:

⁴ AIDS.gov. HIV/AIDS Care Continuum. Accessed at <http://aids.gov/federal-resources/policies/care-continuum/>.

1. HIV Diagnosis — The HIV care continuum begins with a diagnosis of HIV infection.
2. Linked to Care— Once infected with the HIV virus, it is important to be connected to an HIV healthcare provider who can offer treatment.
3. Retained in Care— Because there is no cure for HIV at this time, treatment is a lifelong process.
4. Prescribed antiretroviral therapy— Antiretroviral therapy (ART) is the recommended treatment for HIV infection. It involves uses using a combination of three or more antiretroviral drugs from at least two different HIV drug classes every day to control the virus.
5. Achieving Viral Suppression— By taking ART regularly, individuals can achieve viral suppression, meaning a very low level of HIV in your blood.

HIV Care Continuum in the Memphis TGA: CDC estimates that 14 percent of people infected with HIV are unaware of their infection. In applying this statistical model to the number of PLWHA in the three Tennessee counties of the Memphis TGA at the end of 2015, it is estimated that 1,057 individuals were HIV-infected but unaware of their status. In other words, 1 in 7 persons infected with HIV are unaware of their status. At the end of 2015, total persons living with HIV disease in the three Tennessee counties of the Memphis TGA, including persons unaware of their HIV status, is estimated to be 7,541. In HIV Care Continuum, PLWHA drop off at every subsequent stage in the Continuum. Of the 7,541 PLWH in the three Tennessee counties of the Memphis TGA in 2015, 45% were engaged in HIV medical care, 33% were prescribed ART, and 45% had achieved viral suppression (**Figure 1**).

Figure 1: Prevalence-Based HIV Care Continuum, Three Tennessee Counties of the Memphis TGA, 2015



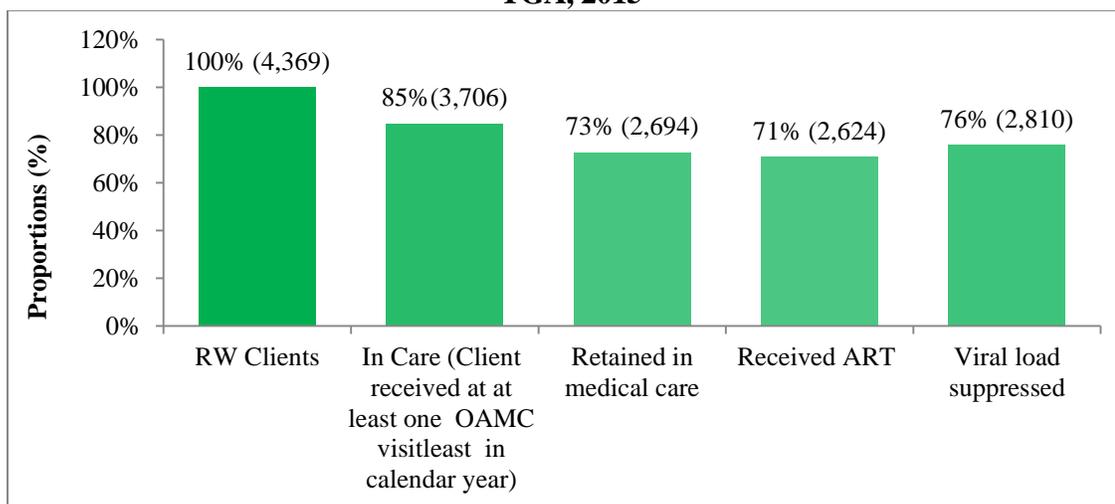
Source: Enhanced HIV/AIDS Reporting System (eHARS), TN; CAREWare, ADAP, TN

The greatest gaps are between the diagnosed stage (86%) and the linkage to care stage (57%) and retention in care (45%). One challenge in calculating the Continuum of care remains that the Memphis TGA can best document ART prescription status for Ryan White Part A clients, but 40% of PLWHA in the three Tennessee counties of the Memphis TGA did not receive medications through the Ryan White Part A program. Those PLWH who receive their care through other payer sources can be documented to achieve viral suppression in TN eHARS, but not all data about their medical care is available. We are able to observe however that 45% of all people with HIV in the three Tennessee counties were not virally suppressed. Although the percentage of viral load suppression (45%) among the people living with HIV in the three Tennessee counties in 2015 is higher than the national average of viral load suppression (25%) in 2012, more than half of the people infected with HIV (55%) are at risk to be continuously transmitting HIV to others. In other words, according to the

CDC Continuum of care study, more than 90% of new HIV infections are attributable to those who did not achieve viral load suppression.

HIV Care Continuum for Ryan White Part A Clients in the Memphis TGA: This Continuum represents Ryan White Part A clients receiving an Outpatient Ambulatory Medical Care (OAMC) service and not on all clients receiving Part A services. During the calendar year 2015, of all 4,369 Ryan Part A served clients, 85% clients who received at least one OAMC service in the 12-months measurement period (Figure 5-4). Of the 3,706 (85%) PLWH who received Ryan White Part A funded OAMC, and had visit dates available, 2,694 (73%) clients were retained in medical care (at least 2 medical care visits at least 90 days apart), 2,624 (71%) were prescribed Antiretroviral Therapy (ART), and 2,810 (76%) had viral load <200 copies/ml at the most recent test. The relationship of engagement of care and achieved viral load suppression among the Ryan White Part A clients is shown in **Figure 2**.

Figure 2: Ryan White Part A Client Clinical Outcomes, Three Tennessee Counties of the Memphis TGA, 2015

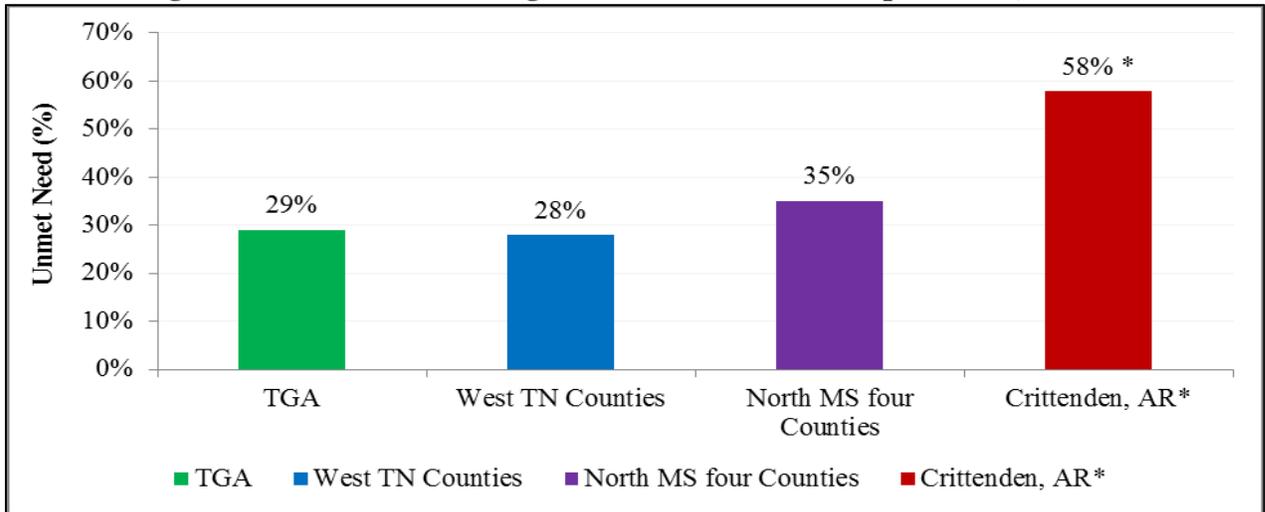


Data Source: Enhanced HIV/AIDS Reporting System (eHARS), TN., CAREWare, ADAP, TN

Unmet Need in the Memphis TGA

In the Memphis TGA, there are a significant number of individuals who are aware of their HIV-positive status but are not receiving HIV-related primary health care. Unmet Need for HIV primary medical care in the Memphis TGA is defined as no evidence of any of the following three components during calendar year in 2015 of viral load testing, CD4 count testing, or the provision of antiretroviral therapy (ARV). As shown in **Figure 3**, among the 7,212 diagnosed PLWHA in the Memphis TGA, it is estimated that 29% of all PLWHA did not receive primary medical care in the Memphis TGA in 2015. The Unmet Need percentages in the three Tennessee counties of the Memphis TGA were the lowest (28%) followed by the four counties in Mississippi (35%) in 2015. Of the PLWHA in Crittenden County, AR, 58% of them were estimated to be out of medical care in 2014. Overall 29% of PLWHA were out of medical care, and 85% of those resided in Shelby County, TN (**Figure 3**).

Figure 3: Unmet Need among the PLWHA in the Memphis TGA, in 2015



Data Source: Tennessee Department of Health, Mississippi State Department of Health, Arkansas Department of Health; (eHARS, ADAP/IAP); Ryan White Memphis TGA Part A Program (CAREWare); *: 2014 unmet need data from Crittenden County AR.

Early Identification of Individuals with HIV/AIDS (EIIHA)

The Memphis TGA’s Early Identification of Individuals with HIV/AIDS (EIIHA) strategy works towards identifying, counseling, testing, informing, and referring diagnosed and undiagnosed individuals to appropriate services, as well as linking newly diagnosed HIV positive individuals to medical care in the Memphis TGA. The goals of the strategy are to increase 1) the number of individuals who are aware of their HIV status, 2) the number of HIV positive individuals who are in medical care, and 3) the number of HIV negative individuals referred to services that contribute to keeping them HIV negative. The strategy includes services to both HIV infected persons who know their status and are not in care and HIV-infected persons who are unaware of their status.

Ryan White and the Affordable Care Act

Under the Affordable Care Act, options for health care coverage for PLWH will be expanded through new private insurance coverage options available through Health Insurance Marketplaces (also referred to as Exchanges) and the expansion of Medicaid in States that choose to expand. Additionally, health insurers will be prohibited from denying coverage because of a pre-existing condition, including HIV/AIDS.⁵ By statute, Ryan White funds may not be used “for any item or service to the extent that payment has been made, or can reasonably be expected to be made...” by another payment source. This means Ryan White providers must assure that funded providers make reasonable efforts to secure non-Ryan White funds whenever possible for services to individual clients. Ryan White providers are expected to vigorously pursue enrollment into health care coverage for which their clients may be eligible to extend finite Ryan White grant resources to new clients and/or needed services. Ryan White providers must also assure that individual clients are enrolled in health care coverage whenever possible or applicable, and informed about the consequences for not enrolling.⁶

⁵ An overview of these health care coverage options may be reviewed at <http://hab.hrsa.gov/affordablecareact/keyprovisions.pdf>.

⁶ Health Resources and Services Administration, HIV/AIDS Division. “Policy Clarification Notice #13-03: Ryan White HIV/AIDS Program Client Eligibility Determinations: Considerations Post-Implementation of the Affordable Care Act.” Accessed at <http://hab.hrsa.gov/manageyourgrant/pinspals/pcn1303eligibilityconsiderations.pdf>.

Service Gaps among PLWHA in the Memphis TGA

The Memphis TGA stretches across three states and eight counties. There are more than 100 municipal governments ranging from a few hundred in population to more than 600,000. The total land area, nearly the size of the entire state of Connecticut, is 4,568 square miles with urban as well as isolated rural populations. Perhaps one of the most significant challenges faced by the Memphis TGA in dealing with this service area is addressing three different state health departments, Medicaid, ADAP and other health and social service programs. This triples information that must navigate within in order to understand and address the needs of PLWH in the region. The complexity of this issue became even greater in 2014 with each state's different decision regarding implementation of the Affordable Care Act and decisions surrounding Medicaid expansion. The Memphis TGA continues to develop cooperative data collection and reporting channels, to grasp differences in local health care regulations and requirements, and to build effective working relationships with out-of-state public agencies. Yet, this geographic diversity creates significant services gaps across the TGA.

Lack of Primary Medical Care: Lack of basic primary care also contributes to Memphis' historically high rates of sexually transmitted infections (STIs). These health disparities are outgrowths of the historic poverty within the Black/African American community and a health system that de-emphasizes publicly supported care. An additional contributing factor is a culturally based lack of trust in the medical establishment due to historic attitudes of racism and discrimination. Although efforts have been made among HIV medical sub-Recipients to bridge this divide, it continues to be a barrier for some individuals and communities. The lack of parity in health care, across the three states of the Memphis TGA, is currently the most significant gap in services. Since Arkansas expanded Medicaid through the Arkansas Plan, the vast majority of PLWH have been able to access health insurance. Despite lack of Medicaid expansion in Tennessee, the Part B program has been able to insure over 1,000 PLWH in the Memphis TGA. While PLWH in Tennessee and Arkansas have seen advances in health care coverage, Mississippi has not expanded Medicaid and the Part B Program has not implemented an Insurance Assistance Program. The lack of access to health care is also evident in the estimate of unmet need for the four Mississippi counties of the Memphis TGA.

Transportation Availability: Long travel times and difficulty accessing transportation can be barriers in rural areas. Even more, the lack of transportation has been associated with failure to retain PLWH in care. The Memphis Area Transit Authority (MATA) provides public transportation (mainly buses) primarily in the urban areas of the TGA, but has been recognized as inadequate since most of the population is largely automobile-dependent. In the rural areas of Shelby, Fayette and Tipton Counties bus services are limited. In Arkansas, there is limited availability of MATA public transportation in West Memphis, and no public transportation services in other areas of Crittenden County. There is no public transportation available in the four counties of Mississippi. These gaps in public transportation leave PLWH throughout the TGA to rely on other forms of transportation such as reserved-in-advance or agency-specific transportation, personal cars, rides from friends or family members, etc. The low levels of population density throughout most of the TGA outside of the City of Memphis will likely mean that a public transportation system will not be implemented in the foreseeable future; at least until population density sufficiently increases along with demand. For these reasons, assuring that transportation is adequate and available in the TGA has been a challenge in meeting needs for PLWH for access to medical care and other service needs.

B. Scope of Contract

The County wishes to establish contractual relationships with designated Contractor(s) selected to administer the programs and the best-qualified Agencies selected through a competitive process that will work in a

manner that is cost-effective and practical. All Agencies must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agencies will be expected to meet with appropriate Ryan White Program staff within one week of receipt of the Notice to Proceed.

C. Project Time Frame

The initial term of the contract will begin upon execution of the contract and continue through February 28, 2018 with the option to renew for four (4) additional one (1) year periods beginning March through February, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties. The provider must be prepared to begin immediately upon receipt of a fully executed contract and written "Notice to Proceed" from the County.

D. Reservation of Rights

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

E. Selection Criteria

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

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.

F. Contract Monitoring

The County will conduct site visits to ensure program compliance with Ryan White HIV/AIDS Program Part A Universal, Fiscal, and Program standards and all County requirements.⁷ The Contractor(s) will receive no less than one (1) site visit during the period of performance. Site visits include a review of both fiscal and programmatic documentation. Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur should be available for site visits, and make all appropriate records available to County staff.

Additional information may be requested prior to, at, or subsequent to the site visit(s). The Contractor(s) will have a reasonable time to produce such information. The Contractor(s) will also receive reasonable notice prior to each site visit.

⁷ Ryan White HIV/AIDS Program Part A Monitoring Standards can be viewed at Program <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringparta.pdf>.

G. Payments

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

H. Imposition and Assessment of Client Charges

As per HIV/AIDS Bureau, Division of Metropolitan HIV/AIDS Programs, National Monitoring Standards for Ryan White A Grantees: Fiscal – Part A, Section D: Imposition & Assessment of Client Charges⁸, the following standards apply to grantee and sub-grantee cost of care charges for Ryan White clients:

1. Establish, document, and have available for review:
 - a. policy for a schedule of charges current schedule of charges
 - b. Client eligibility determination in client records
 - c. Fees charged by the provider and the payments made to that provider by clients
 - d. Process for obtaining, and documenting client charges and payments through an accounting system, manual or electronic
2. No charges imposed on clients with incomes below 100% of the Federal Poverty Level (FPL)
3. Charges to clients with incomes greater than 100% of poverty are determined by the schedule of charges. Annual limitation on amounts of charge (i.e. caps on charges) for Ryan White services (including ADAP) are based on percent of patient’s annual income, as follows:
 - a. 5% for patients with incomes between 100% and 200% of FPL
 - b. 7% for patients with incomes between 200% and 300% of FPL
 - c. 10% for patients with incomes greater than 300% of FPL

I. Additional Information and References

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

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.

⁸ Ryan White HIV/AIDS Fiscal Part A Monitoring Standards can be viewed at <http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringparta.pdf>.

IX. PURPOSE

To select the best-qualified Agencies and award County-approved contracts for professional services, to perform the Services and to satisfactorily complete all activities associated with the Services. The purpose of Ryan White Part A and Minority AIDS Initiative (MAI) grants are to provide funding for core medical and support services for eligible People Living with HIV/AIDS (PLWH/A), and to evaluate and address the disproportionate impact of HIV and AIDS on women and minorities, including African Americans, Alaska Natives, Latinos, American Indians, Asian Americans, Native Hawaiians, and Pacific Islanders. Shelby County Government is soliciting written proposals, on a competitive basis from qualified agencies or professionals, to provide one or more of the funded services.

A. Service Requirements

1. The Proposer's activities must address the identified needs of people infected/affected by HIV/AIDS contained herein under Section IX. Applications requesting funding for programs that do not address the designated funding priorities will not be reviewed.
2. The Proposer must demonstrate that the Proposer has sufficient knowledge and/or experience in provision of services to PLWH/A to carry out the proposed project. This includes knowledge of and experience with HIV/AIDS related services as well as other necessary experience and knowledge to carry out the specific activities that are proposed.
3. Proposers may apply for funding for more than one service category; the Proposal should clearly identify how funding for multiple services allows for improved or expanded capacity to serve their prospective clients.
4. The Proposer must demonstrate sound financial and program management, provide effective programs, have an evaluation component in place for the program and the agency, and have implemented a quality management or continuous quality improvement program. Agencies without an existing program must provide a detailed description of their plan to implement such a program within the first quarter of the funding period.
5. In accordance with state law, the proposer shall not discriminate in their employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, sexual orientation, political affiliation, national origin, or handicap.
6. The proposer may be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to a primarily religious organization to acquire or construct a facility.
7. The Ryan White Program is a payer of last resort. Where applicable to services provided, the Proposer is required to provide evidence for fiscal audits that the Proposer has billed all available third-party payers, including Medicaid.
8. All services provided with Ryan White funds must be provided and data collected and reported in accordance with Ryan White HIV/AIDS Program requirements.

B. Definition of Service Categories:

The following are service categories, as defined by HRSA⁹, have been prioritized by the Memphis HIV Care and Prevention Group for FY 2017:

1. CORE SERVICES

▪ **Outpatient/Ambulatory Health Services**¹⁰

Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking
- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription, and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

▪ **Local AIDS Pharmaceutical Assistance (LPAP)**¹¹

Local Pharmaceutical Assistance Program (LPAP) is operated as a supplemental means of providing medication assistance when an ADAP has a restricted formulary, waiting list and/or restricted financial eligibility criteria. The LPAP service category must establish the following:

- Uniform benefits for all enrolled clients throughout the service area
- A recordkeeping system for distributed medications
- An LPAP advisory board
- A drug formulary approved by the local advisory committee/board
- A drug distribution system
- A client enrollment and eligibility determination process that includes screening for ADAP and LPAP eligibility with rescreening at minimum of every six months
- Coordination with the state's RWHAP Part B ADAP o A statement of need should specify restrictions of the state ADAP and the need for the LPAP
- Implementation in accordance with requirements of the 340B Drug Pricing Program and the Prime Vendor Program

⁹ Please refer to Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds Policy Clarification Notice (PCN) #16-02 for additional information. http://hab.hrsa.gov/sites/default/files/hab/Global/service_category_pcn_16-02_final.pdf.

¹⁰ See Outpatient Medical Care Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹¹ See Local Pharmaceutical Assistance Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

- **Oral Health Care**¹²
Oral Health Care services provide outpatient diagnostic, preventive, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.
- **Early Intervention Services (EIS)**¹³
Early intervention services (EIS) includes counseling individuals with respect to HIV/AIDS; referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures. HIV education, including risk prevention and adherence counseling are a part of every patient encounter. Beginning in 2014, it is expected that EIS staff will play a role in assisting clients with enrollment into health care coverage for which their clients may be eligible.
- **Health Insurance Premium and Cost Sharing Assistance for Low-Income Individuals**¹⁴
Health Insurance Premium and Cost Sharing Assistance provides financial assistance for eligible clients living with HIV to maintain continuity of health insurance or to receive medical and pharmacy benefits under a health care coverage program.
- **Medical Nutrition Therapy**¹⁵
Medical Nutrition Therapy includes:

 - Nutrition assessment and screening
 - Dietary/nutritional evaluation
 - Food and/or nutritional supplements per medical provider’s recommendation
 - Nutrition education and/or counseling These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services.
- **Mental Health Services**¹⁶
Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within the state to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers. Mental Health Services are allowable only for HIV-infected clients.
- **Substance Abuse Outpatient Care**¹⁷
Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include:

 - Screening
 - Assessment

¹² See Oral Health Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹³ See Early Intervention Services Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹⁴ See Health Insurance Premium and Cost Sharing Assistance Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹⁵ See Medical Nutrition Therapy Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹⁶ See Mental Health Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹⁷ See Substance Abuse Outpatient Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

- Diagnosis, and/or
- Treatment of substance use disorder, including:
 - i. Pretreatment/recovery readiness programs
 - ii. Harm reduction
 - iii. Behavioral health counseling associated with substance use disorder
 - iv. Outpatient drug-free treatment and counseling
 - v. Medication assisted therapy
 - vi. Neuro-psychiatric pharmaceuticals
 - vii. Relapse prevention

Acupuncture therapy may be allowable under this service category only when, as part of a substance use disorder treatment program funded under the RWHAP, it is included in a documented plan. Syringe access services are allowable, to the extent that they comport with current appropriations law and applicable HHS guidance, including HRSA- or HAB-specific guidance.

▪ **Medical Case Management, including Treatment Adherence Services¹⁸**

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Medical Case Management services have as their objective improving health care outcomes. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges).

2. SUPPORT SERVICES

▪ **Emergency Financial Assistance¹⁹**

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential utilities, housing, food (including

¹⁸ See Medical Case Management Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

¹⁹ See Emergency Financial Assistance Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

groceries, and food vouchers), transportation, and medication. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. Direct cash payments to clients are not permitted. It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses, and periods of time. Continuous provision of an allowable service to a client should not be funded through emergency financial assistance.

▪ **Food Bank/Home Delivered Meals**²⁰

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Unallowable costs include household appliances, pet foods, and other non-essential products.

▪ **Medical Transportation**²¹

Medical Transportation is the provision of nonemergency transportation services that enables an eligible client to access or be retained in core medical and support services. Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Purchase or lease of organizational vehicles for client transportation programs, provided the recipient receives prior approval for the purchase of a vehicle
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unallowable costs include:

- Direct cash payments or cash reimbursements to clients
- Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees

▪ **Outreach Services**²²

Outreach Services include the provision of the following three activities:

1. Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
2. Provision of additional information and education on health care coverage options
3. Reengagement of people who know their status into Outpatient/Ambulatory Health Services

²⁰ See Food Bank/Home Delivered Meals Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

²¹ See Medical Transportation Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

²² See Outreach Services Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

Outreach programs must be:

- Conducted at times and in places where there is a high probability that individuals with HIV infection and/or exhibiting high-risk behavior
- Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness
- Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort
- Targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection

▪ **Psychosocial Support Services**²³

Psychosocial Support Services provide group or individual support and counseling services to assist eligible people living with HIV to address behavioral and physical health concerns. These services may include:

- Bereavement counseling
- Child abuse and neglect counseling
- HIV support groups
- Nutrition counseling provided by a non-registered dietitian (see Medical Nutrition Therapy Services)
- Pastoral care/counseling services

Funds under this service category may not be used to provide nutritional supplements (See Food Bank/Home Delivered Meals). RWHAP-funded pastoral counseling must be available to all eligible clients regardless of their religious denominational affiliation. Funds may not be used for social/recreational activities or to pay for a client's gym membership.

C. Services Required

All services proposed by Respondents to this RFP must be provided within the above service categories and in compliance with all applicable Memphis TGA Standards of Care. All the Memphis TGA Standards of Care are available at <http://hivmemphis.org/providers/standards-of-care/>. Eligibility for services must be established for all clients utilizing the Memphis TGA Ryan White Part A and MAI Eligibility Policy and Procedure available at <http://hivmemphis.org/providers/formspoliciesandformularies/>.

X. CONTRACT REQUIREMENTS

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

A. General Requirements

1. **Control.** All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. **Provider's Personnel.** The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County

²³ See Psychosocial Support Services Standard of Care at <http://hivmemphis.org/providers/standards-of-care/> for additional guidelines and requirements.

have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. **Independent Status.**

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

4. **Termination Or Abandonment.**

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

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

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

- b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.
9. **Arbitration.** Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.
10. **General Compliance With Laws.**
 - a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
 - b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
 - c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
11. **Nondiscrimination.** The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.
12. **Entire Agreement.** This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. **Amendment.** This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. **Severability**. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. **No Waiver Of Contractual Right**. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. **Matters To Be Disregarded**. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. **Subject To Funding**. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. **Travel Expenses**. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.
19. **Incorporation Of Other Documents**.
 - a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
 - b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. **Contracting With Locally Owned Small Businesses.** The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.
21. **Incorporation Of Whereas Clauses.** The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.
22. **Waiver Of Proprietary Interest.** Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.
23. **Organization Status And Authority.**
 - a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
 - b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.
24. **Warranty.** The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. **Rights in Data.** The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.

B. Indemnification and Insurance Requirements

1. **Responsibilities For Claims And Liabilities.**
 - a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC

1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.
- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
- e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
- f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.

2. Insurance Requirements

- a. The Provider and any subcontractors/providers shall purchase and maintain, in a company or companies authorized to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the Provider or sub-provider's operations under the Contract, whether such operations are performed by itself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Provider or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If the insurance carrier is not required by the policy terms and conditions to provide such notice to the COUNTY, the Provider must provide immediate notice to COUNTY and evidence of replacement coverage with no lapse.
- c. The Provider will maintain throughout the life of this Contract, in the following minimum requirements:

- i) Errors and Omissions/Professional Liability coverage with limits of no less than \$1,000,000 per occurrence/\$3,000,000 annual aggregate
 - ii) Commercial General Liability coverage with minimum limits of \$1,000,000.00 per occurrence bodily injury and property damage/\$1,000,000.00 personal and advertising injury/\$2,000,000.00 general aggregate coverage, \$2,000,000.00 annual aggregate products/completed operations. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds. The insurance shall include coverage for the following:
 - 1. Premises/Operations
 - 2. Products/Completed Operations;
 - 3. Contractual Liability;
 - 4. Independent Contractors;
 - 5. Personal and Advertising Injury.
 - 6. Assault and Battery
 - 7. Sexual Molestation
 - iii) Workers Compensation and Employers' Liability Insurance – Workers' compensation statutory limits as required by Tennessee statutes. This policy should include Employers' Liability coverage for \$500,000.00 each accident; \$500,000 - Disease - each employee; and Disease - \$500,000 policy limit. Contractor/provider waives its right of subrogation against Shelby County for any and all workers' compensation claims. Policy will include waiver of subrogation endorsement in favor of Shelby County Government.
 - iv) Business Automobile Liability Insurance - minimum limit of \$1,000,000.00 each accident for bodily injury and property damage. Coverage is to be provided on all owned/leased, hired and non-owned autos. Shelby County Government, its elected officials, appointees and employees will be named as additional insureds.
- d. Provider shall provide County with a Certificate of Insurance at the time of contracting and shall maintain said insurance or self-insurance during the entire Contract period as well as provide renewal certificates on each anniversary date. The certificate holder is to read:

Shelby County Government
 Purchasing Department
 160 N. Main, Suite 900
 Memphis, TN 38103

Any coverage applying to COUNTY shall be considered primary and contributory regardless of any insurance or self-insurance the COUNTY may maintain.

- e. If the PROVIDER maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY as additional insureds.

- f. 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".

C. Right to Monitor and Audit

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

XI. PROPOSAL SUBMISSION

A. GENERAL

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

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original), one (1) digital copy on a USB flash drive and seven (7) copies of the proposal are required.

2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL – RYAN WHITE Part A and MAI, RFP #17-010-22**" with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and the RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Provider's proposal.

C. PROPOSAL FORMAT

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

1. Cover Letter – Submit on letterhead stationery, with assurances as described in the application instructions, and signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Application Checklist (Attachment A)
3. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail the respondent's qualifications to provide the proposed services. If respondent has previously received Ryan White Part A and/or MAI funding, the proposer should include data about the number of clients served, the number of services provided, and related program evaluation data.
 - c. Proposers must attach a copy of their current Quality Management Plan for HIV services, or outline the process for developing a Quality Management plan which can be implemented at the beginning of the contract period. Previous recipients of Ryan White Part A and MAI funding should include a summary of Quality Management data for the most recent monitoring period. Attachment K includes information about the HRSA HIV/AIDS Bureau performance measures and quality management requirements.
4. Proposers must include a current organizational chart.
5. Proposers must include a detailed budget for each service category for which funding is requested, using the form provided as (Attachment C).
6. References

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

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review- Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the bidders. After the review process is completed, this committee will recommend the successful bidder to the Division Director, Finance and Administration, who makes the decision, subject to the approval of the contract by the Mayor and the Board of County Commissioners.
 - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
 - i. Qualifications of personnel.
 - ii. Ability to present a clear understanding of the nature and scope of the project.
 - iii. Project methodology.
 - iv. Previous experience with similar projects.
 - v. Cost to the Shelby County Government as outlined in the budget estimate.
 - vi. Time frame for completion.
3. Oral Presentation.

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

All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the Memphis TGA and the County and the requirements of this RFP.

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

B. CONTRACT AWARD

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

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

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

RFP LIST OF ATTACHMENTS

Attachment # A	Application Checklist
Attachment # B	Application Instructions
Attachment # C	Budget Form

Please make sure that you download all of the attachments listed above. The attachments are contained in a separate document that you must download and complete.