



Shelby County Tennessee

Joe Ford, Interim Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: January 27, 2010

Due: February 12, 2010 no later than 3:00 P.M. (Central Standard Time)

RFP #10-001-38

Ryan White Minority AIDS Initiative (MAI)

HIV Emergency Relief Project

Public Awareness Campaign

Shelby County Government is seeking proposals from interested and qualified agencies and professional individuals to develop a multi-media campaign that focuses on promoting public awareness of the need for and availability of medical care services for People Living with HIV and 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 North Mississippi; and Crittenden County in East Arkansas. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP.

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, February 12, 2010.** Proposals should be addressed to:

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103

The package containing an original copy (clearly identified as original) and seven (7) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, RYAN WHITE MAI PUBLIC AWARENESS CAMPAIGN, RFP #10-001-38" noted on the outside.

Sincerely,

Debra D. Louis, Buyer
Shelby County Government
Purchasing Department

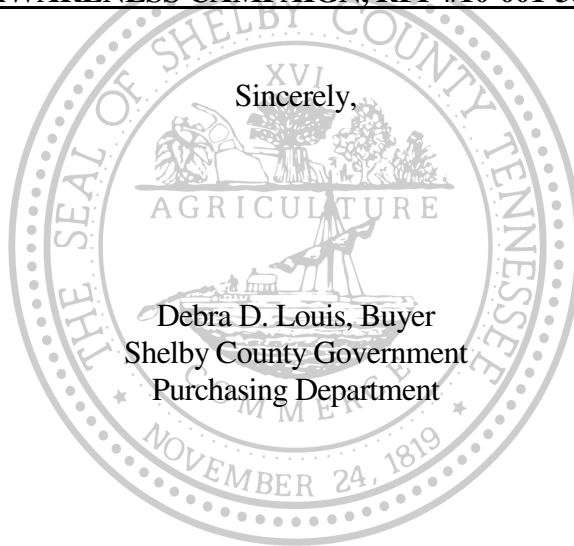


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- The seal of Shelby County, Tennessee, is a circular emblem. It features a central illustration of a landscape with a river, a bridge, and a plow. The words "SHELBY COUNTY" are arched across the top, and "TENNESSEE" is arched across the bottom. The date "NOVEMBER 24, 1819" is inscribed at the bottom. The words "AGRICULTURE" and "COMMERCE" are also visible within the seal.
- I. INTRODUCTION**
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Notes:

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 attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified agencies and professional individuals to develop a multi-media campaign that focuses on promoting public awareness of the need for and availability of medical care services for People Living with HIV and 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 North Mississippi; and Crittenden County in East Arkansas (the “Services”). This Request for Proposals (“RFP”) is being released to invite interested and qualified firms and professional individuals to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and 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. Agencies must be governed by a volunteer Board of Directors and provide quality services to persons affected/infected by HIV/AIDS. 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. 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. ***(Please clearly outline the system being utilized in the application portion of the RFP.)***
3. 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.
4. Be Medicaid certified if providing services which are Medicaid eligible.
5. Have sufficient staff or sub-contractors experienced in performing the Services.
6. Have all appropriate licenses and certifications required by appropriate government agencies to perform the Services and procure all permits, pay all charges, taxes and fees.
7. **Apply** and **qualify** for an Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement / e. Selection Criteria*).
8. Attest that you adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item i. ***(A written statement of compliance must be provided with your response.)***

9. Adhere to all Title VI requirements and provide proof/documentation if necessary.
10. Possess the minimum insurance requirements (**MANDATORY**, please review closely).

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

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

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

If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.

III. CORRESPONDENCE

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

**Debra D. Louis, Buyer
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Ms. Debra D. Louis in writing at debra.louis@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be February 3, 2010 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

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

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **February 12, 2010 @ 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, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

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

Request for Proposals Released	Wednesday, January 27, 2010
Proposal Due Date	Friday, February 12, 2010 by 3:00 pm (CST)
Notification of Award	March 2010
Services to Commence	Immediately Upon Notification of Award

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. LOSB

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

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement

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

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

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

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

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

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

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

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

i. Living Wage

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

VII. GENERAL REQUIREMENTS

a. Background

The Ryan White Program is Federal legislation that addresses the unmet health needs of persons living with HIV/AIDS (PLWHA) by funding primary health care and support services that enhance access to and retention in care. First enacted by Congress in 1990, it was amended and reauthorized three times - in 1996, 2000, and 2006. The Ryan White Program reaches over 500,000 individuals each year, making it the Federal Government's largest program specifically for people living with HIV disease.

Like many health problems, HIV/AIDS disproportionately strikes people in poverty, racial/ethnic populations, and others who are underserved by healthcare and prevention systems. HIV often leads to poverty due to costly healthcare or an inability to work that is often accompanied by a loss of employer-related health insurance. Ryan White-funded programs are the "payer of last resort." These funding sources only fill gaps in care not covered by other resources. Ryan White clients include people with no other source of healthcare and those with Medicaid or private insurance whose 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 healthcare planning and service delivery. This has led to many innovative and practical approaches to the delivery of care for PLWHA.

The Memphis Metropolitan Statistical Area (MSA) was ranked as the 41st largest MSA in the United States and the 2nd largest MSA in Tennessee in 2008, with a population of 1,285,732. Within the MSA, Shelby County is the largest county, with 75 percent of the total population of the MSA. DeSoto County Mississippi, just to the south, is the second largest county with a population of just over 150,000. The remaining counties range in size from 27,000 to almost 60,000. The table below provides a demographic profile of the eight-county Memphis Transitional Grant Area (TGA):

Memphis TGA 2008 Demographic Profile					
County, State	Estimated Population*	% Black/African American	% White	% Other	% Below Poverty
Shelby, TN	906,825	52.0	44.5	3.5	18.0
Tipton, TN	58,706	19.0	78.9	2.1	17.2
Fayette, TN	38,173	26.8	70.8	2.4	15.6
DeSoto, MS	154,748	21.1	76.0	2.9	7.1
Tunica, MS	10,448	71.3	27.1	1.6	33.1
Marshall, MS	37,102	48.4	50.6	1.0	21.9
Tate, MS	27,176	31.4	67.6	1.0	13.5
Crittenden, AR	52,554	48.9	49.1	2.0	26.3
Memphis TGA Total	1, 285,732	44.8	50.3	4.9	17.3

*Source: U.S. Census estimates for Shelby and DeSoto Counties are from the 2008 American Community Survey; all others are 2005-2007 American Community Survey 3 Year Estimates

The MSA contains a high rate of poverty, with 17.3 percent of the population living below the poverty level in 2008, compared to a national rate of 13.2 percent. The rate of poverty was even higher among female householder families with 33% living below the poverty level (national rate was 28% in 2008). Poverty among Blacks/African Americans, estimated at 31.1% in the 2007 Census, is significantly higher than that of the total population, and can be attributed to lower educational levels, underemployment and low wage jobs. Unfortunately, People Living with HIV and AIDS (PLWH/A) are disproportionately affected by this high rate of poverty.

HIV and AIDS prevalence statistics as of December 31, 2008 indicate that Blacks/African Americans are disproportionately affected by HIV and AIDS in the Memphis TGA. Of the 6,673 PLWH/A, 5,253 (78.7 %) are Black/African American, 1,277 (19.1 %) are White, 97 (1.5 %) are Hispanic/Latino and 46 (0.7 %) are other/not identified.

HIV/AIDS Epidemiology

The HIV/AIDS and sexually-transmitted disease (STD) incidence and prevalence data for the Memphis TGA were requested from each of the three states' (Tennessee, Arkansas, and Mississippi) departments of health. Data were also drawn from the 2009 Memphis TGA Ryan White HIV/AIDS Care Needs Assessment (hereafter 2009 Needs Assessment), as well as the U. S. Census, HRSA publications, locally published studies and data sets, and other sources as referenced. Epidemiological data provided from each of the three states were combined by the Memphis and Shelby County Health Department (MSCHD) Chief of Epidemiology to create an overall Memphis TGA epidemiological profile presented in **Attachment 2**.

Epidemiology for the Eight County TGA

The eight counties of the Memphis TGA comprise approximately 11 percent of the populations of Tennessee, Mississippi and Arkansas, but have 20 percent of the People Living with HIV and AIDS (PLWH/A). According to these data, the total number of PLWH/A in the Memphis TGA increased from 6,359 to 6,673, an increase of 314 (4.7%) PLWH/A. Of the total number of PLWH/A, 3,719 (55.7%) were living with HIV (not AIDS) and 2,954 (44.3%) were living with AIDS. The total number of new AIDS diagnosis in the past two years was 398, a 21% decrease from the 504 cases reported for 2006-2007.

The two year AIDS incidence for 2007-2008, AIDS prevalence and HIV, not AIDS, prevalence by race, gender, age, and exposure category are provided in **Attachment 2**. Of the 398 new AIDS cases reported in this period, 88.2 percent were Black/African American, 63.1 percent were male, 67.1 percent were 20-44 years of age at time of diagnosis, 34.9 percent were Men who have Sex with Men (MSM), and 33.7 percent were heterosexual. Of the 2,954 PLWA, 78.9 percent were Black/African American, 71.6 percent were male, 59.9 percent were 20-44 years of age at time of diagnosis, 47.0 percent were MSM, and 26.8 percent were heterosexual. Of the 3,719 People Living with HIV, 78.5 percent were Black/African American, 64.6 percent were male, 69.2 percent were 20-44 years of age at the time of diagnosis, 36.8 percent were MSM and 28.5 percent were heterosexual. The table below contains a summary of data from these states:

TGA Total by State	New AIDS Cases 2007-2008	AIDS Prevalence 2008	HIV (not AIDS) Prevalence 2008	HIV and AIDS Prevalence 2008	% of TGA HIV/AIDS Prevalence
Arkansas (1 county)	13	103	149	252	3.8%
Tennessee (3 counties)	369	2,703	3,355	6,058	90.8%
Mississippi (4 counties)	16	148	215	363	5.4%
TOTAL	398	2,954	3,719	6,673	
Shelby County only	364	2,655	3,294	5,949	89.2%

Epidemiology for the Three Counties in Tennessee

As of December 31, 2008, there were 6,058 PLWH/A in Shelby, Fayette and Tipton counties, a figure that represents an increase of 269 cases of HIV/AIDS (4.4%) since December 31, 2007 as reported by the Tennessee Department of Health (TDH). Of the 6,058 PLWH/A reported through 2008, 44.6% (2,703) had an AIDS diagnosis and 55.4% (3,355) were living with HIV (not AIDS.) In this report period, there were 369 new AIDS cases, a decrease of 20.1% of the new AIDS cases reported in 2006-2007.

Epidemiology for the Four Counties in Mississippi

At the end of 2008, there were 363 PLWH/A reported by the Mississippi State Department of Health (MSHD) in the four counties of North Mississippi included in the Memphis TGA. The breakdown of PLWH/A by county is as follows: DeSoto, 222; Marshall, 67; Tunica, 50; and Tate, 24. The 363 PLWH/A represent a 6% increase from the 341 PLWH/A reported in the previous year; 215 (59.2%) are people living with HIV (not AIDS.) During 2007-2008 there were 16 new AIDS cases reported, a total of 4.0 percent of all AIDS cases in the TGA.

Epidemiology for Crittenden County, Arkansas

There were 252 PLWH/A in Crittenden County reported by the Arkansas Department of Health (ADH) at the end of 2008, an increase of 9.1 percent over the 229 PLWH/A reported at the end of 2007. There were 13 new AIDS cases reported during the two years of 2006-2007, one fewer than was reported in the previous two year period. As of December 31, 2008, there were 103 people living with AIDS (40.9% of all PLWH/A), and 149 people living with HIV (not AIDS) (59.1% of all PLWH/A).

Disproportionate Impact of HIV and AIDS

In this section, the disproportionate impact of HIV and AIDS in the Memphis TGA on particular populations is described. As in 2006 and 2007, the populations that are disproportionately affected relative to their representation in the overall demographic distribution of the population include Black/African American, MSM (primarily Black/African American), and persons incarcerated in the Shelby County jail system. HIV and AIDS incidence reports from the past year also indicate increases among youth aged 15-24 and Hispanics/Latinos.

Blacks/African Americans

Data presented in **Attachment 2** show that non-Hispanic/Latino Blacks/African Americans in the Memphis TGA are disproportionately affected by the HIV epidemic. In 2008, non-Hispanic/Latino Blacks/African Americans represented 78.7 percent of PLWH/A while comprising only 45 percent of the TGA population. The number of non-Hispanic/Latino Blacks/African Americans living with HIV/AIDS in the Memphis TGA in 2008, 5,253, was more than four times the number of non-Hispanic/Latino Whites (1,277). In 2008, there were 351 new AIDS cases diagnosed among Blacks/African Americans in the TGA, equivalent to 88.2 percent of all new cases. This disparity is less pronounced in the four Mississippi counties, where 57 percent of the reported 363 PLWH/A, and 59.8 percent of the reported new AIDS cases for 2007-2008 were Black/African American. In Crittenden County, Arkansas, 82 percent of the reported 252 PLWH/A, and 76.9 percent of the reported new AIDS cases in 2007-2008 were Black/African American.

Black/African American Men

Cross-tabulation data for Shelby County indicate that 262 (60%) of new HIV/AIDS cases in 2008 in Shelby County were Black/African American men, and that 82.9 % of the 5,924 PLWH/A in Shelby County were Black/African American men. A total of 1,385 MSM were reported to be living with AIDS and 1,344 MSM were reported to have HIV (not AIDS) in the Memphis TGA in 2008, making it the single largest exposure group for PLWH/A (40.9%). 2008 data from Shelby County indicates that 85 percent of new HIV/AIDS cases reported as MSM in 2008 were Black/African American (109 of 123).

Black/African American Women of Childbearing Age

HIV/AIDS reported prevalence for women in the TGA in 2008 was 2,155 cases, or 32.3 percent of all PLWH/A. Two-year data for 2007-2008 show that women were 36.9 percent of all new AIDS cases. There was a total decrease in AIDS cases among women reported for the 2007-2008 period from the previous two years (201 to 147 cases). Although the percentage of these HIV/AIDS cases that were among Black/African American women is not available for the entire TGA, it is probably greater than 90 percent of cases among women, based on available 2008 race/gender data from Shelby County. 121 of the 434 (27.9%) new HIV/AIDS cases in 2008 in Shelby County were Black/African American women, and Black/African American women accounted for 91.7 percent of all new HIV/AIDS cases in women (132).

Out of Care

There are multiple factors that lead to PLWH/A being out of care. 42 percent of PLWH/A in the Memphis TGA are estimated to be out of care (**Attachment 2**). Of the most significant barriers to care, lack of permanent housing, substance abuse, lack of health insurance and poverty are the most evident. There were 5,126 unduplicated clients in 2008 for whom housing status was documented in RDRs, with 814 PLWH/A (15.9%) reporting that their housing status was something other than permanent. An estimated 14.4 percent of the TGA general population is without health insurance, but 35.1% of Ryan White consumers do not have health insurance (2008 RDRs). The 2008 National Survey of Drug Use and Health estimate of illicit drug use in the general population of the MSA is 8 percent (102,859); provider estimates of substance abuse among consumers are reported to be 44 percent (2,938). More than 50 percent of the Memphis MSA population is estimated to be at or below 300 percent of the Federal Poverty Level (FPL); 92% of Ryan White consumers were at or below 300 percent of the FPL in 2008.

Incarcerated

According to the Shelby County Sheriff's Office, in calendar year 2007 the Shelby County Jail had an average daily population of 2,690 inmates of which 91 percent were male. The jail logged 16,471 bookings in 2007, an average of 45 bookings per day. The jail is a "revolving door" for repeat offenders. In 2007, 85 percent of those booked had had a prior incarceration and 55 percent had six or more prior incarcerations. (Shelby County Sheriff's Office, 2007 Jail Report.)

With a CDC Expanded HIV Testing Initiative in the Shelby County Jails, rapid HIV testing is offered to all inmates at the time of intake. In 2008, 12,492 inmates accepted HIV testing at intake, and 272 (2.2%) had a positive test. This is a prevalence rate that is three to four times higher than in the general population. High rates of substance use and mental illness are reported in jail populations. Inmates often give false names and incorrect locating and contact information to law enforcement in an effort to make it difficult to find them after release. Locating and providing care to inmates when they are released from jail poses significant challenges to the Ryan White system.

Youth

Despite the fact that HIV/AIDS incidence decreased overall by 9% in Shelby County in 2008, incidence increased among 15-24 year olds for the fifth year in a row. In 2008 there were 112 newly reported HIV/AIDS cases among 15-24 year olds, accounting for 25.8% of the total HIV/AIDS incidence in Shelby County in 2008. Of the 1,321 youth age 16-20 who were tested for HIV in a Shelby County jail facility in 2008, 14 (1.0%) had HIV. Of the 1,068 youth age 14-19 who were tested at the MSCHD STD clinic in 2008, 28 (2.6%) had HIV, and of the 1,857 young adults age 20-24, 83 (4.5%) had HIV.

Hispanics/Latinos

There are 97 Hispanics/Latino PLWH/A in the Memphis TGA; 1.5 percent of the total 6,673 PLWH/A reported in 2008. While this is a relatively small number, 2008 incidence indicates that there were 17 new HIV/AIDS cases reported for Hispanics/Latinos in Shelby County alone in 2008. This represents an 88% increase over the two cases reported in 2007, with an average of only one to two new cases reported each year prior to 2008.

b. Scope of Contract

The County wishes to establish a contractual relationship with any designated Contractor(s) selected to administer the program and the best-qualified Agency selected through a competitive process that will work in a manner that is cost-effective and practical. The Agency must be prepared to begin immediately upon receipt of a Notice to Proceed. The selected Agency is expected to conduct field review and meet with all appropriate Ryan White Program officials and/or designees within one week of receipt of the Notice to Proceed.

c. Project Time Frame

The term of the contract will begin upon the execution of a contract with the successful vendor through July 31, 2010.

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 Application Instructions and Forms document (**Attachment 6**). 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 @ 901-545-4336 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. Additional Information and References

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

VIII. AWARD OF CONTRACT

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

IX. PURPOSE

To select the best-qualified Agency and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

The purpose of Ryan White Minority AIDS Initiative (MAI) grants are to provide funding 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 companies or professionals, to develop a Ryan White Minority AIDS Initiative-funded public awareness campaign under the Outreach service category. The major components of the campaign must include multi-media materials (print, video, etc.), specific to the Memphis TGA, that provide information about the importance of medical care for People Living with HIV and AIDS (PLWH/A) and promote available Ryan White-funded medical and support services. The campaign must be targeted reach out to minorities in the Memphis TGA, with a detailed plan that identifies the methods and geographic location of material distribution. The proposal must include a plan for obtaining and using input from PLWH/A in the Memphis TGA in the development of materials.

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 minority populations PLWHA to carry out the proposed project. This includes knowledge of and experience with AIDS related services as well as other necessary experience and knowledge to carry out the specific activities that are proposed.
3. 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 assurance/improvement program.
4. 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.
5. 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.
6. 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.

Services Required

All services proposed by Respondents to this RFP must be provided in compliance with Ryan White MAI requirements and all applicable Memphis TGA Standards of Care.

Definition of Service Category:

Outreach services are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status (i.e., case finding) so that they may become aware of, and may be enrolled in, care and treatment services. Outreach services do not include HIV counseling and testing or HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

X. CONTRACT REQUIREMENTS

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

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices, guidelines of the federal Office of Management and Budget -- OMB Circulars A-87 and A-122 regarding cost principles; and OMB Circulars A-133, A-21 and 48 CFR Part 31 -- and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the project have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract. Proposers must identify the name, position title, and annual salary and percentage of FTE of every individual who will be working on the proposer's project, should that project be funded.
3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this

Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

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

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

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

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

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

(e) If this contract fails for any purpose, the Provider must have in place an actionable transition plan for all consumers being served by the Provider. The purpose of the transition plan is to ensure

seamless transition for all consumers to equal and accessible services at another qualified service 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 Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Provider covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-provider to the Provider in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Provider will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses,

permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Provider is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, the Americans with Disabilities Act (ADA), and all state and local laws, rules and regulations pertaining to electrical requirements of residential construction and renovation.

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

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

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to the HRSA Notice of Grant Award and to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

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

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

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

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

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Provider warrants to 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.

A. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities For Claims And Liabilities. (a) Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the duties hereunder, whether performed by the Provider its sub-providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.

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

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

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.

(e) Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, 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 the Contractor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. The Contractor/Provider shall maintain coverage with limits of no less than:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. The consultant/provider should indicate in its bid/proposal whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) X, C, & U
 - c) Products/Completed Operations
 - d) Contractual
 - e) Independent Contractors
 - f) Broad Form Property Coverage
 - g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
 - a) Owned/Leased Autos
 - b) Non-owned Autos
 - c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy should include Employers' Liability Coverage for \$1,000,000 per accident.

- 4) *Professional Liability Insurance* – minimum limits of \$1,000,000 per claim/\$3,000,000 annual aggregate. Coverage is to include the provider and all its employed or contracted professionals. Indicate if coverage is on occurrence basis or claims-made basis. Coverage is to be included for, but not limited to, all medical care providers, social workers, nutritionists and dieticians, dentists and hygienists and technicians, pharmacists and technicians, mental health care providers, substance abuse counselors, and any other professional involved in providing services under this proposal.

- 5) *Directors and Officers Liability* – minimum of \$1,000,000 per claim.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided. Ten (10) days notice applicable to non-payment of premium.

B. Right to Monitor and Audit

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

XI. PROPOSAL SUBMISSION

A. GENERAL

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on February 12, 2010, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, 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) 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 MAI PUBLIC AWARENESS CAMPAIGN, RFP #10-001-38"** 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 our bid number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. PROPOSAL FORMAT

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

1. Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm.
2. Utilization Report (*Separate Attachment Form*)
3. Comprehensive Response
 - a. Outline of how respondent can meet or exceed the minimum requirements.
 - b. Detail of how the respondent is qualified to provide the services required.
 - c. A detailed description of the approach for accomplishing the services (include a time schedule for completion of each element).
4. Application Section (Specific details and instructions are contained in the Application Instructions and Forms attachment.)
5. References

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

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 evaluation 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 evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact finding and explanation session only and is not to be used to negotiate any terms of contract. If required, the time and location of such interview or oral presentation will be scheduled by the Administrator of Purchasing. Interviews and oral presentations are strictly an option of the Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the interview or oral presentation shall be the responsibility of the Proposer. Selection will be based on determination of which proposal best meets the needs of the 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. 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 # 1	2009 Ryan White HIV/AIDS Services Comprehensive Plan
Attachment # 2	2009 Ryan White Needs Assessment
Attachment # 3	Memphis TGA Ryan White Part A & MAI Universal Standards of Care
Attachment # 4	Memphis TGA Ryan White Part A & MAI Outreach Standards of Care
Attachment # 5	Shelby County 2007 PLWH/A Zip Code Map
Attachment # 6	Application Instructions and Forms

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.