



Shelby County Tennessee

Lee Harris, Mayor

Request for Proposal Shelby County Government Purchasing Department

160 N. Main Street, 5th Floor
Memphis, TN 38103

Issued: Friday September 4, 2026

Due: Monday October 5, 2026, no later than 4:00 P.M. (Central Standard Time)

RFP # 20271016

Ryan White PART A and Minority AIDS Initiative (MAI)
HIV Emergency Relief Project
(Shelby County Health Services-Ryan White)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies to provide **core medical and supportive services for people living with HIV/AIDS (PLWH) in the Memphis Transitional Grant Area (TGA): Specifically, Shelby, Fayette, and Tipton counties in Tennessee; Marshall, Desoto, Tunica, and Tate counties in Mississippi; and Crittenden County in Arkansas.** Information regarding this formal bid is located Shelby County Supplier Negotiations website at <https://oneconnectbids.shelbycountyttn.gov/>

IMPORTANT NOTES:

MANDATORY INFORMATION and FORMS – To properly respond and prepare your proposal response, please make sure you pay close attention to all mandatory information/forms requested, including signing and attaching all forms as required. This bid clearly documents and outlines the format and what information is required at the time of proposal submission.

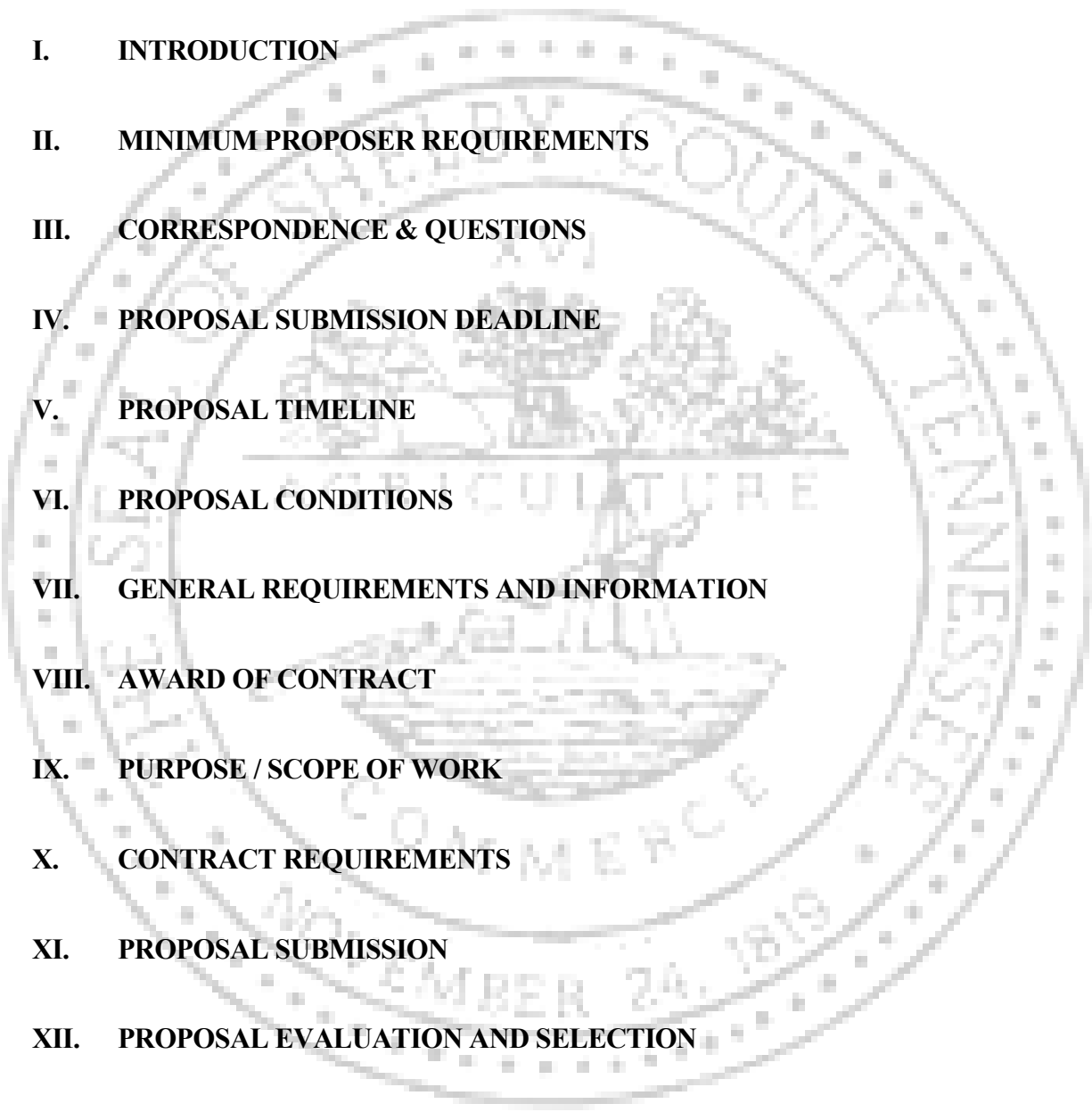
COMPLETED EXCEL FILE – Vendor to answer directly in the scorecard (Excel file) all information requested (minimum requirements and department-specific requirements). The Excel file has two (2) yellow tabs/sheets named “MIN REQs” and “DEPT REQs”. Vendor to enter their information only where yellow cells, are on those two (2) yellow tabs. Vendor to submit with your proposal (Digital format).

No LOSB goal will be applied

Sincerely,

Michelle Batts, Buyer
Shelby County Government
Purchasing Department

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- The seal of the State of Tennessee is a large, faint watermark in the background. It is circular with a double border. The outer border contains the text "THE GREAT SEAL OF THE STATE OF TENNESSEE" at the top and "DECEMBER 29, 1796" at the bottom, separated by stars. The inner circle features a landscape with a plow, a sheaf of wheat, and a cotton plant, with the word "AGRICULTURE" written across the middle.
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I. INTRODUCTION

Shelby County Government, (the “County”), is soliciting proposals from interested and qualified Vendors to provide core medical and supportive services for people living with HIV/AIDS (PLWHA) in the Memphis Transitional Grant Area (TGA): Specifically, Shelby, Fayette, and Tipton counties in Tennessee: Marshall, Desoto, Tunica, and Tate counties in Mississippi; and Crittenden County in Arkansas. (the “Goods and/or Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified Vendors to prepare and submit proposals in accordance with instructions provided where the successful proposer(s) will be selected and invited to enter into a contractual relationship with Shelby County for the Goods and/or Services outlined in this RFP, and per proposal(s) received.

In this RFP, the terms Proposer, Vendor, Bidder, Consultant, Contractor, and Provider are used interchangeably unless the context indicates otherwise.

All specifications are part of this bid and general terms and conditions (as outlined in the Terms of this bid). They shall become a part of and be included in any contract/purchase order/systems contract resulting from any award.

These specifications are not intentionally written to favor any one manufacturer or service provider and are only for the purpose of indicating generally the type of work required of said bid. Any responsible Bidder who considers these specifications to be of a non-competitive nature should immediately contact the Administrator of Purchasing.

II. MINIMUM PROPOSER REQUIREMENTS

In order to be considered as “responsive”, all Proposers **must answer and provide justifications for ALL below minimal requirements.**

The information requested below is to be answered directly in the scorecard Excel file by all Vendors and submitted as part of your proposal (Digital format).

1. Provide all appropriate Licenses and Certifications required in the State of Tennessee to provide the goods and/or perform the Services required. Provide a copy of your current Shelby County Business License (if the business is located in Shelby County, TN).
2. Must provide active Equal Opportunity Compliance BRN and Vendor number, or your applications are “in” the EOC system and the Purchasing system for processing (refer to details outlined below) – please list all your Shelby County active BRN’s.
3. Adherence to all provisions of Title VI requirements – please attest and provide proof/documentation if necessary.
4. Must acknowledge adherence to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” which requires use of E-Verify (effective

- 1/01/23). Otherwise, mention you ARE an Independent vendor (Sole Proprietors) with fewer than 35 employees and provide employment eligibility documentation, i.e.:
- Valid (unexpired) Tennessee driver's license or photo ID.
 - Valid (unexpired) driver's license from another state (subject to strictness, though TN license is standard).
 - U.S. Passport (valid, unexpired).
 - Certificate of Birth issued by a U.S. state, jurisdiction, or territory.
 - U.S. government-issued certified birth certificate.
 - Certificate of Citizenship (N560 or N561).
 - Certificate of Naturalization (N550, N570, or N578).
 - Valid immigrant registration documentation (e.g., Permanent Resident Card or I-766 Employment Authorization Card)
5. FORM - Drug-Free Workplace Affidavit must be completed, signed, and notarized with your bid/proposal – *even if less than 5 employees*.
 6. Must attest to a minimum of **five (5) years** of experience providing the goods and/or performing the services described in this bid.
 7. Must attest to and provide verification of being 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 that they are the only provider in a particular service category of quality HIV/AIDS care in the area.
 8. Must attest to being governed by a volunteer Board of Directors and provide quality services to people affected/infected by HIV/AIDS.
 9. Must attest to have a functioning accounting system that is operated in accordance with Generally Accepted Accounting Principles (GAAP) or an agreement with a designated eligible entity that will maintain such an accounting system and act as the proposer's fiscal agent.
 10. Provide verification of having the site of operation within Shelby County, TN.
 11. Must attest to having sufficient staff or sub-contractors experienced in performing the services and provide an organizational chart.
 12. Must attest to being Medicaid certified, if providing services which are Medicaid eligible.

Shelby County BRN and Vendor numbers

Please be advised, references and instructions regarding the Equal Opportunity Compliance Office (EOC) are subject to change. In the event there is a change prior to the conclusion of the solicitation, the instructions will be updated. The current registration process will continue until further notice.

As a part of doing business with Shelby County Government (SCG), each individual, company, or organization is required to have active BRNL and Vendor numbers before starting to provide goods/services to SCG.

- To obtain an SCG Equal Opportunity Compliance (EOC) BRN (as well as an BRNL, if applicable) and the SCG Vendor number, please submit an online application, as described below. The EOC and Vendor applications are combined.

Online Application Process

Go to: <https://apps.shelbycountyttn.gov/EOCPublic/>

- Complete and submit the application online only.
Note: Prior to accessing the application, please read the application instructions in its entirety to make sure that you completely understand all of the information that will be required on the application.

Upon receiving the BRN, the application will be forwarded to the Purchasing Department for processing. You will receive your Vendor number via email.

Applicants who have an unexpired BRN and only need a Vendor number will be directed accordingly once they access the link.

Should any further assistance be needed, contact the EOC office directly. EOC office hours are from 8:00 a.m. to 4:30 p.m. Monday through Friday.

Shelby County Government
160 N. Main
2nd Floor – Equal Opportunity Compliance (EOC)
Memphis, TN 38103
Reception: 901-222-1100
Fax: 901-222-1101

Prime bidders/proposers must have an ACTIVE or PENDING BRN at the time of bid, please ensure EOC has the company application or renewal in their system at the time of bid. PENDING applications or renewals must be “pending” and “in process” in the EOC system at the bid time.

III. CORRESPONDENCE & QUESTIONS

All correspondence and questions concerning the RFP are to be submitted IN WRITING to:

Michelle Batts, Buyer
Michelle.Batts@shelbycountyttn.gov
Shelby County Government
Purchasing Department
160 N. Main Street, 5th Floor
Memphis, TN 38103

Questions should reference the RFP number & title, section of the RFP to which the questions pertain and all contact information for the person submitting the questions.

The deadline for submitting questions will be Wednesday September 16, 2026 12:00 p.m. (CST).

All written questions submitted by the deadline indicated above will be answered and posted on the County's website at <https://oneconnectbids.shelbycountyttn.gov/> mostly within forty-eight (48) hours.

IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED.

These guidelines for communication have been established to ensure a fair and equitable process for ALL interested vendors.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be submitted through the OneConnect Supplier Portal no later than **4:00 p.m. (CST) on Monday October 5, 2026**. Proposals that are postmarked or hand-delivered (paper copies) will not be accepted, as the OneConnect Supplier Portal is now the sole method of submission. Electronic submissions will not be accepted after the specified deadline. Late or incomplete proposals may not be considered for evaluation. Under no circumstances, including, but not limited to weather conditions, power outages, or other unforeseen events, will this submission 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. The dates provided after the RFP closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

Request for Proposals Released	Friday September 4, 2026
Deadline for Questions	Wednesday September 16, 2026
Proposal Due Date	Monday October 5, 2026
Notification of Award	TBD
Goods/Services to Commence	Immediately upon execution of the contract

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, even partially. 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 are submitted in/through the OneConnect Supplier Portal 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 thirty (30) calendar days from the due date unless otherwise qualified.

G. Disclosure of Proposal Contents

Vendor 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 proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and before the time of "Notice of Intent to Award" is issued. Thereafter, proposals will become public information. ***All proposals and other materials submitted become the property of Shelby County Government.***

H. Shelby County Government Locally Owned Small Business (LOSB) Program

This project is subject to Shelby County Government's Locally Owned Small Business (LOSB) Ordinance 471 and related Amendments. The intent of the LOSB Program is to increase the participation of LOSB-certified vendors in the County's purchasing activities.

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

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

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

For additional details, please refer to the below Ordinances on our website:

LOCALLY OWNED SMALL BUSINESS (LOSBS) PROGRAM ORDINANCE 471 & RELATED
LOSBS ORDINANCES Link: <http://www.shelbycountyttn.gov/3403/LOSBS-Ordinances>

For SCG listing of our LOSBS active vendors, by commodity:
<https://apps.shelbycountyttn.gov/BRNListings/>

For LOSBS Vendor suggestions or Certification questions:

Ms. Lopasheia Thomas or Mr. Shep Wilbun
Office of Equal Opportunity Compliance
160 North Main Street, Suite 200
Memphis, Tennessee 38103

Phone: 901-222-1100

Fax: 901-222-1101

E-mail: Lopasheia.Thomas@shelbycountyttn.gov
Shep.Wilbun@shelbycountyttn.gov

No LOSBS goal will be applied to this bid project.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide goods and/or services states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide goods and/or services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer (Name and Signature) _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

NOTE: Even if less than five (5) employees, please complete and submit with your proposal.

VII. GENERAL REQUIREMENTS AND INFORMATION

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 fills 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 PLWH.

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 several years, the estimated number of persons living with HIV or AIDS in the Memphis TGA has increased to 7,212 individuals. 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 several years.

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/ata glance.html>.

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 14 -34, and Hispanics/Latinos.

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 the calendar year of 2018, viral load testing, CD4 count testing, or the provision of antiretroviral therapy (ARV).

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.

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical, of which price is but one of the selection criteria.

c. Time Frame

The initial contract term will begin **March 1, 2027** or immediately upon execution of the contract through **February 28, 2028**, with the option to renew for **two (2) additional one-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 Vendor's books relative to the Accounts.

e. Selection Criteria

Each proposal response will be evaluated on the criteria outlined in this RFP document, including Sections IX, XI, and XII. Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

VIII. AWARD OF CONTRACT

Shelby County Government reserves the right to reject all bids, or any part thereof, waive any informality in the bids to make an award in the best interest of the County and to request additional information, an interview, or a demonstration of the bid goods/services proposed.

Shelby County Government reserves the right to award this bid based on individual goods/services, groups of goods/services, or the entire list of goods/services, whichever is in the best interest of the County.

All decisions are made at the discretion of the County, including the Mayor and the Administrator of Purchasing (and the Board of Commissioners, if above \$50,000). The proposers whose proposals do not meet the mandatory minimum requirements will be considered non-responsive, and not eligible for Department evaluation or award. The proposers whose proposals do not meet the Department specifications/requirements will not be eligible for the award.

Shelby County Government intends to award this bid based on a competitive selection of responsive proposals received, i.e. to the overall responsive low Bidder(s) meeting specifications & requirements, while applying SCG LOSB Ordinances (including applying preferences/discounts).

Proposers are advised that the lowest cost-responsive proposal will not necessarily be awarded the contract, as the selection will also score on professional and technical completeness, per the scorecard attached to this bid. The evaluation/selection process may exceptionally include a request for additional information (from Purchasing only), to support the written proposal.

After the evaluation of the proposals and selection of the successful Vendor(s), all proposers will be notified in writing.

Upon notice of a bid award, bidders may protest the award by submitting their protest in writing to the Administrator of Purchasing. Only a bidder submitting a bid may protest an award decision. The protest must be received within two (2) calendar weeks of the award selection. If there are any questions regarding the bid protest process, please contact the buyer for the respective bid.

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 the 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 resources for such work.

No Purchase Order against this bid until formal Award and/or signed Contract.

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFP is to select the best-qualified proposer (hereinafter referred to as "Vendor) and award a County-approved contract to perform the Services and to satisfactorily complete all activities associated with the Goods/Services.

Department Specific 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 the provision of services to PLWH 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 can 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. The proposer could be a primarily religious organization if that entity agrees to provide eligible activities free from religious influence. No funds will be awarded to an 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.
7. All services provided with Ryan White funds must be provided and data collected and reported in accordance with Ryan White HIV/AIDS Program requirements.
8. Must provide a detailed plan that demonstrates sound ability to collaborate with other organizations to implement programs, activities or projects that effectively provide PLWH related services that include referrals.
9. The proposer must provide a detailed plan that demonstrates sound ability to collaborate with other organizations to implement programs, activities or projects that effectively provide PLWH related services that goes beyond the scope of making referrals. The proposal should clearly identify how funds will be used in the collaboration to serve PLWH.
10. All services and programs provided with Ryan White funds will be audited and sufficient responses must be made within a given timeframe if recommendations

are made. The responses and changes are to be made in accordance with Ryan White HIV/AIDS Program requirements.

CORE SERVICES

■ **Outpatient/Ambulatory Health Services⁴**

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)⁵**

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

■ **Oral Health Care⁶**

⁴ See Outpatient Medical Care Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

⁵ See Local Pharmaceutical Assistance Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

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)⁷**

Early intervention services (EIS) include 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's 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 Individuals⁸**

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 Therapy⁹**

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 Services¹⁰**

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

⁶ See Oral Health Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

⁷ See Early Intervention Services Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

⁸ See Health Insurance Premium and Cost Sharing Assistance Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

⁹ See Medical Nutrition Therapy Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

¹⁰ See Mental Health Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

clinical social workers. Mental Health Services are allowable only for HIV-infected clients.

▪ **Substance Abuse Outpatient Care¹¹**

Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include:

Screening

Assessment

Diagnosis, and/or

Treatment of substance use disorder, including Pretreatment/recovery readiness programs

Harm reduction

▪ Behavioral health counseling associated with substance use disorder

Outpatient drug-free treatment and counseling

Medication assisted therapy

Neuro-psychiatric pharmaceuticals

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 Services¹²**

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

¹¹ See Substance Abuse Outpatient Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

¹² See Medical Case Management Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

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).

A. SUPPORT SERVICES

- **Emergency Financial Assistance¹³**

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 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 Meals¹⁴**

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 Transportation¹⁵**

¹³ See Emergency Financial Assistance Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

¹⁴ See Food Bank/Home Delivered Meals Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

¹⁵ See Medical Transportation Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

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 Services¹⁶**

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

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 Services¹⁷**

¹⁶ See Outreach Services Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

¹⁷ See Psychosocial Support Services Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

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.

■ **Non-Medical Case Management**¹⁸

The goal of the Non-Medical Case Management Standard is to facilitate access to essential support services for individuals living with HIV/AIDS (PLWH) and to ensure consistent, high-quality service across the Memphis Transitional Grant Area (TGA) so that all consumers receive the same level of service, regardless of the provider.

Non-Medical Case Management services are provisions of advice and assistance in obtaining social, community, legal, financial, and other needed supportive services. Key activities include (1) assessing each client's current situation and needs, as well as what services they are currently utilizing, to refer or assist appropriately; (2) educate consumers on community resources available and refer and /or assist consumers with accessing them; (3) screen consumers for other HIV-related programs. (4) Refer consumers to medical case management services.

B. Unallowable costs include:

- a. Direct cash payments or cash reimbursements to clients
- b. Direct maintenance expenses (tires, repairs, etc.) of a privately-owned vehicle
- c. Any other costs associated with a privately-owned vehicle such as lease, loan payments, insurance, license, or registration fees
- d. Construction (minor alterations and renovations to an existing facility to make it more suitable for the purposes of the award program are allowable with prior HRSA approval.)
- e. Clinical research
- f. International travel
- g. Syringe Services Programs (SSPs). Some aspects of SSPs are allowable with HRSA's prior approval and in compliance with HHS and HRSA policy.

¹⁸ See Non-Medical Case Management Standard of Care at <https://www.shelbytnhealth.com/663/For-Providers> for additional guidelines and requirements.

- h. Pre Exposure Prophylaxis (PrEP) medications and related medical services or Post-Exposure Prophylaxis (PEP), as the person using PrEP or PEP is not living with HIV and therefore not eligible for HRSA HAB initiative funded medication.
- i. Supplantation of funds for any other federal award or state funds.

All services proposed by Respondents to this RFP must be provided within the above service category and staff position 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/>.

C. 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.¹⁹ The Proposer(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 Proposer(s) will have a reasonable time to produce such information. The Proposers(s) will also receive reasonable notice prior to each site visit.

D. Payment

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 be 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.

E. Claw back Provision

As a condition of receiving an award, the vendor acknowledges and agrees that the vendor's rights, payments and benefits with respect to the award shall be subject to potential cancellation, recoupment, payback, or claw back as may be required pursuant to any applicable federal law, or regulation and for the purposes of purchasing unallowable items and services.

F. 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

¹⁹ Ryan White HIV/AIDS Program Part A Monitoring Standards can be viewed at Program <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringparta.pdf> and CFR 45 Subpart 75.

Charges²⁰, 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:
 - Policy for a schedule of charges current schedule of charges
 - Client eligibility determination in client records
 - Fees charged by the provider and the payments made to that provider by clients
 - 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 income greater than 100% of poverty are determined by the schedule of charges. Annual limitations 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:
 - 5% for patients with incomes between 100% and 200% FPL
 - 7% for patients with incomes between 200% and 300% FPL
 - 10% for patients with incomes greater than 300% of FPL

Vendors/Proposers must comply with all of the above.

Vendors/Proposers may not submit a proposal if not listed in the above request.

The information requested above is to be answered directly in the scorecard Excel file by all Vendors and submitted as part of your proposal (Digital format).

X. CONTRACT REQUIREMENTS

- The successful Vendor(s) 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 Vendor 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. Vendor's Personnel. The Vendor 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 Vendor. The Vendor further certifies that all of

²⁰ Ryan White HIV/AIDS Fiscal Part A Monitoring Standards can be viewed at <http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringparta.pdf>.

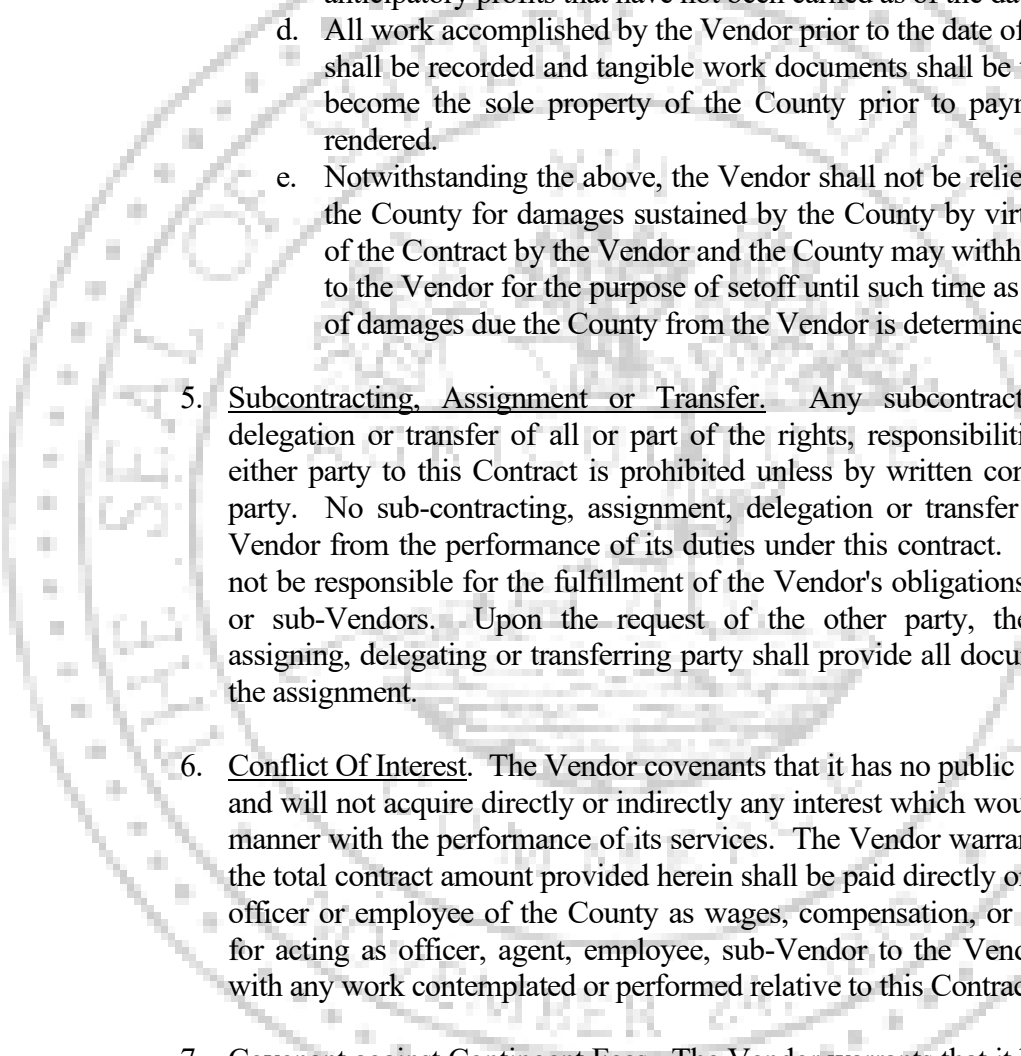
its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Vendor who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association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

3. Independent Status.

- a. Nothing in this Contract shall be deemed to represent that the Vendor, or any of the Vendor's employees or agents, are the agents, representatives, or employees of the County. The Vendor will be an independent Vendor 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 Vendor as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Vendor is solely for purposes of compliance with local, state and federal regulations and means that the Vendor 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 the Vendor that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Vendor 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 Vendor for services performed shall be on the Vendor'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 Vendor 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.
 - i. The Vendor has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
 - ii. The Vendor 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 the Vendor's assets.

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- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Vendor for the Vendor'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 Vendor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Vendor 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 Vendor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- e. Notwithstanding the above, the Vendor 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 Vendor and the County may withhold any payments to the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from the Vendor 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 sub-contracting, assignment, delegation or transfer shall relieve the Vendor from the performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Vendor's obligations to its transferors or sub-Vendors. 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 Vendor 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 Vendor 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-Vendor to the Vendor in connection with any work contemplated or performed relative to this Contract.
7. Covenant against Contingent Fees. The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor, 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 Vendor 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 Vendor will not seek from any official, employee or appointee the disclosure or use of information not available to members of the general public and gained by reason of her or his official position to secure a special privilege, benefit or exemption for herself, himself or any other person or business entity.
9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Vendor 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 Vendor 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 Vendor 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, and the Americans with Disabilities Act (ADA).
 - c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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. The Vendor shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposal as well as the response of the Vendor, 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 (LOSBS). In accordance with Ordinance 471 and related amendments, the Contractor shall utilize LOSBs as sources of supplies, equipment, construction, and services.
21. Waiver of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Vendor, the Vendor 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 by the Vendor 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.
22. Organization Status and Authority.
- a. The Vendor 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 Vendor 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 Vendor, any provision of any indenture, agreement or other instrument to which the Vendor is a party, or by which the Vendor'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.

23. Warranty. The Vendor warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Vendor shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Vendor 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.
24. Rights in Data. The County shall become the owner, and the Vendor 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 Vendor under this Contract, regardless of whether they are proprietary to the Vendor or to any third parties.
25. Iran Divestment Act. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

B. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Responsibilities for Claims and Liabilities

- a. The Vendor 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 Vendor its sub-Vendors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Vendor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Vendor 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 Vendor or its sub-Vendors in the event that a suit, claim or action of any character is brought by any person not a party to this Contract against the Vendor 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 Vendor as a result of or relating to obligations under this Contract.
 - e. The Vendor shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of any claim or suit made or filed against the Vendor or its sub-Vendors regarding any matter resulting from or relating to the Vendor's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
 - f. The Vendor shall immediately notify Shelby County Government, Contracts Administration, 160 N. Main Street, 9th Floor, Suite 950, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.
2. Insurance Requirements. The Vendor 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 Vendor's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the Vendor or subcontractor may be liable.

The insurance required shall be written for not less than any limits of liability specified below or required by law, whichever is greater. The Vendor will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A. M. BEST, in the following minimum requirements:

- 1) **Commercial General Liability Insurance** – Limit of not less than \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
 - a) Premises/Operations
 - b) Products/Completed Operations
 - c) Contractual Liability
 - d) Independent Vendors/Contractors
 - e) Personal Injury Liability
 - f) Broad Form Property Damage
 - g) XCU coverage, where applicable
 - h) Explosion, Collapse and Underground Property Damage Hazard – ONLY FOR ENVIRONMENTALLY SENSITIVE PROJECTS
- 2) **Business Automobile Liability Insurance** – Limit of not less than \$1,000,000 per occurrence for property damage and bodily injury. Shelby County Government, its elected officials, appointees, employees and members

of boards, agencies, and commissions shall be named as additional insured. Coverage is to be provided on all:

- a) Owned/Leased Autos
- b) Non-owned Autos
- c) Hired Autos

3) **Workers Compensation and Employers' Liability Insurance** – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. This policy should include Employers' Liability Coverage for \$1,000,000 per accident. The Vendor waives its right of subrogation against Shelby County for any and all workers' compensation claims.

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

5) **Cyber Liability Insurance** – Coverage with \$2,000,000 per occurrence or claim and annual limits not less than \$5,000,000 in aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Vendor/Contractor/Operator in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to Business Interruption and Extra Expense, Data Recovery, Cyber-Extortion and Ransomware, Data Breach Response and Crisis Management, Coverage System Failure, Dependent Business Interruption, Dependent Business Interruption System Failure, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

6) ONLY FOR BIDS OVER \$5,000,000:

- Umbrella - \$2,000,000 per occurrence.
- Builders Risk Insurance or Installation Floater- (as applicable) - This covers building structures and personal property, vandalism, malicious mischief and all risks associated with the construction project. Consult Insurance Specialist.

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

County, the Vendor will provide immediate notice to Shelby County and evidence of replacement coverage with no lapse.

Upon termination or cancellation of any claims-made insurance currently in effect under this Contract, the Vendor shall purchase replacement coverage and/or an extended reporting endorsement and furnish evidence of same to the County.

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

C. RIGHT TO MONITOR AND AUDIT

Access To Records. During all phases of the work and services to be provided hereunder the Vendor agrees to permit duly authorized agents and employees of the County to enter the Vendor'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 Vendor 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. 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. **OneConnect /Supplier Portal submission AND completed Excel file (digital format) must be received by no later than 4:00 p.m. (CST) on Monday October 5, 2026**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine the 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 COPIES

1. COMPLETED EXCEL FILE (2 tabs/sheets) – **One (1)** digital is required. The information requested (minimum requirements and the department-specific requirements) is to be answered directly in the scorecard Excel file by all Vendors and submitted as part of your proposal. **Do not submit in PDF format.**
2. Proposals must be verified before submission as they cannot be withdrawn or corrected after the due date and time. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Vendor's proposal.

C. PROPOSAL FORMAT

1. **Cover Page/Proposal Response Sheet** – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Vendor.
2. **Comprehensive Response** – This portion of the proposal must address all requirements outlined in this RFP document. The minimum requirements and the department-specific requirements are to be answered directly in the scorecard Excel file by all Vendors and submitted as part of your proposal (Digital format).
3. Which will also include:
 - how the respondent can meet or exceed the Department requirements,
 - detail of how the respondent is qualified to provide the services required,

- a detailed description of the approach for delivering the goods and/or accomplishing the services (include a time schedule for completion of each element).

4. **Cost and Fees** for the initial term of the Contract

- a. Provide the applicable itemized costs, fees and any commissions included in the proposal for the Goods and/or Services for each element in the scope of work (this includes ALL break-down of the cost proposed, as well as any sub-Vendor(s) working in conjunction with your organization on the project). If multi-year, include a breakdown per fiscal year (July 1st to June 30th) for each renewal year.
- b. Explain any assumptions or constraints in a price proposal to provide the goods and/or perform the Services required.
- c. Explain any additional charges or fees in the proposal.
- d. The proposal's submission shall include an overall cost for the entire project with an itemized cost for each phase.
- e. CLEARLY MENTION WHAT IS "BASE" VS "ALTERNATE #..." – bidders will be evaluated on your BASE.

5. **Experience of the Respondent**

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

- a. A brief description of the history and mission of the proposer, including the proposer's background and mission statement, the length of time the proposer has been in business, a description of the proposer's organizational structure and a description of the proposer's customer make-up;
- b. A statement of how long the proposer has provided services similar to the Goods and/or Services requested herein;
- c. A general description of the proposer's experience and background in providing Goods and/or Services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the services, including the role of each and an overview of their previous experience with similar projects.

6. **References**

A list of current and former clients for whom the Proposer has provided services similar to this bid (with preference given to clients comparable to

Shelby County Government), is to be submitted and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number:

- At least three (3) current or former clients who have terminated in the last five (5) years are to be included on this list.

7. Additional Information

Any additional information that would be helpful to the County in evaluating the proposal should be submitted.

- e. A description of any other resources available to the Proposer that will be useful in providing the goods or services mentioned in this bid.
- f. A description of the methods used by the Proposer to measure the satisfaction of its client.
- g. Any other relevant information about the capabilities of the Proposer is deemed to be material.

XII. PROPOSAL EVALUATION AND SELECTION

1. Responsiveness Evaluation Process

All proposals will be initially evaluated by Purchasing to determine if they meet the following, in order to be considered a “responsive” bidder:

- a. *The proposal must be complete and in the required format.*
- b. *Proposers must meet ALL minimum proposer requirements outlined in Section II of this RFP, per their completed scorecard (digital file submitted with the proposal)*

2. Department Review of their specific requirements

Each responsive 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 proposers. The evaluation committee shall review the responsive proposals and score points, *per the completed scorecard (digital file submitted with the proposal.)*

EACH PROPOSAL MAY BE EVALUATED INDEPENDENTLY OF THE OTHER.

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 a Proposal in response to this RFP may be asked to submit to an interview or give an oral presentation of their respective Proposals to the evaluation committee. If so, this is not to be a presentation restating the Proposal, but rather an in-depth analysis of certain qualifications of the Proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the Proposer to clarify or elaborate on its qualifications without restating the Proposal. The interview or oral presentation is to be a fact-finding and explanation session only and is not to be used to negotiate any terms of the 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 the determination of which proposal best meets the needs of the County and the requirements of this RFP.