Shelby County
Tennessee
Mayor

A C Wharton, Jr.,

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: March 25, 2009
Due: April 9, 2009 no later than 3:00 P.M. (Central Standard Time)

RFP #09-003-63

Residential Alcohol and Drug Treatment Services (Shelby County Drug Court)

Shelby County Government is soliciting written proposals, on a competitive basis from qualified companies or professionals to conduct drug treatment services in compliance with U.S.C.S. Rule 1200-8-17-06 and the laws of the state of Tennessee (the "Program"). Information regarding this RFP is located on the County's website at www.shelbycountytn.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 rates and information related to the

services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the office of the Administrator of Purchasing **no later than 3:00 p.m. on Thursday, April 9, 2009**. Proposals should be addressed to:

Debbie Cairncross, Buyer
Shelby County Government
160 N. Main, Rm. 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, **"RESIDENTIAL ALCOHOL AND DRUG TREATMENT SERVICES (SHELBY COUNTY DRUG COURT)" RFP #09-003-63**" noted on the outside.

Sincerely,

Debbie Cairncross, Buyer
Purchasing Department Shelby County Government

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I. INTRODUCTION

Shelby County Government along with the Drug Court is seeking proposals from interested and qualified professionals to provide residential drug treatment services in compliance with U.S.C.S. Rule 1200-8-17-06 and the laws of the State of Tennessee (the "Services"). The intent of the Shelby County Drug Court Treatment Program is to provide an immediate therapeutic response to drug abusing offenders while maintaining offender accountability to the Court. The Shelby County Drug Court combines substance abuse treatment, regular random drug screens, and a program of incentives and sanctions along with judicial oversight. This Request for Proposal ("RFP") is being released to invite interested and qualified companies to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

II. MINIMUM PROPOSER REQUIRMENT

All Proposers must:

1. Have at least three (3) years experience as a State-Licensed provider of adult chemically dependent treatment services
2. Be able to provide the services in a confidential and professional manner
3. Have a Tennessee State certification for residential treatment of non-violent substance abuse offenders.
4. Have all appropriate licenses and certifications required to perform the Services
5. Possess the minimum insurance requirements (***MANDATORY***, *please review closely*).
6. 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*)
7. Proposer must adhere to all Title VI requirements and provide proof/documentation if necessary

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.shelbycountytn.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:

Debbie Cairncross, Buyer
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4360

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at deborah.cairncross@shelbycountytn.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 April 2, 2009 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 **April 9, 2009 @ 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, March 25, 2009**
Proposal Due Date	**Thursday, April 9, 2009 by 3:00 pm**
Notification of Award	**April, 2009**
Services to Commence	**July 1, 2009**

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

VII. GENERAL REQUIREMENTS

a. Background

Shelby County Drug Court solicits proposals from providers of Residential Alcohol and Drug Treatment Services to participate in a program designed to divert offenders charged with possession of illegal drugs or driving under the influence of drugs or alcohol or other charges and having a substance abuse problem.

In 1997, Shelby County created a part time Shelby County Drug Court presided over by the Honorable Tim Dwyer. The Shelby County Drug Court Treatment has proven successful in

encouraging offenders to enter into treatment and to follow through with a treatment program. This program operated part time until it became a full time Shelby County Drug Court in the fall of 2000.

b. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified provider selected through a competitive process that will work well with the County in the performance of the Services in a manner that is cost-effective and practical. The Proposer must be able to provide intensive outpatient substance abuse treatment program and to observe and practice the highest level of diligence.

c. Project Time Frame

The contract period will begin on July 1, 2009 through June 30, 2010 with the option to renew for two (2) additional one year periods, July 1, 2010 through June 30, 2011 and July 1, 2011 through June 30, 2012, with the same terms and conditions and subject to the availability of funds for each renewal period. The Contractor must be prepared to begin immediately upon receipt of a Notice to Proceed.

d. Reservation of Rights

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

e. Selection Criteria

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

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 company and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

A. Residential Drug Treatment Service

1. Describe the treatment philosophy and interventions to be employed in treatment (e.g.,12-step cognitive-behavioral, group vs. individual) that will be implemented as treatment. Indicate intervention treatment success and how success has been or will be measured. Discuss the means of data integrity.

2. Describe your organization's current and future capacity to provide residential treatment services for chemically dependant non-violent offenders described by this RFP and your plans for organizing your service delivery system as well as the current client-to-staff ratio.

3. Describe the clinical interventions you believe will be most effective, and your plans for providing treatment and services to the clients and their families where both mental health and substance abuse needs exist.

4. Describe how the program will monitor the effectiveness and quality of the services and ensure that services are being provided based on proven practices specific to the client population.

5. Describe how individualized treatment plans are developed for each client's strengths and needs. State how often the plan is reviewed or revised, and how those revisions will be communicated to the SCDC and its various components.

6. Describe your agency's approach to involving families and significant others in the treatment planning and treatment decisions for the clients. Provide supporting

information on your organization's activities involving family and significant others.

7. Describe how your agency will be involved in post treatment follow-up care and list the respective time frame for follow-up services.

8. Describe how the treatment services will serve clients from different cultures in the community.

9. Describe how the program addresses anger management, violence prevention, drug dealing, and gang participation and victimization issues.

10. All clients will be enrolled in the residential drug treatment services for a minimum of twenty-eight (28) days. Residential Drug Treatment services will be provided at the provider's facility and will consist (at a minimum) of the following:

    a. The Provider will conduct an initial assessment to determine the level of substance abuse for each client upon intake.

    b. Provider will meet with clients individually a minimum of 1-2 times weekly to assess progress and/or lack of progress towards treatment plan.

    c. Provider will conduct group sessions and clients will be required to attend at least 3-4 times daily (as determined to attain treatment plan goals and objectives)

    d. Provider should hold parents enrolled in the Shelby County Drug Court Treatment program to be required to complete a "parenting class" during the program. A copy of curriculum must be submitted with proposal.

    e. Provider should communicate services to clients for education and job placement. Such services may be provided directly by the agency or indirectly by referrals to other service providers. Provisions of such services shall be documented and reported to the court on a regular basis

    f. Proposer must submit a policy for Limited English Proficient clients.

B. Regular Random Drug Testing

1. The successful proposer will supply urinalysis-testing services with results that can be transmitted electronically.

2. Urine **Drug Screens (UDS)** should be done on a **random** basis with at least the following frequency:

   One (1) drug screen per week-- (additional screens should be taken if allowed to leave the premises for purposes deemed necessary by the Provider and Drug Court staff).

3. Drugs available for identification through urinalysis with confirmation of quantitative levels of THC will include:

   1) Cocaine
   2) Opiates
   3) Amphétamines
   4) Barbituriques
   5) Marijuana (THC métabolite)
   6) Benzodiazepine
   7) Alcohol

C. Reporting

1. Proposer should communicate their capability to accurately enter specific client data in a timely fashion. Treatment Providers are responsible for keeping records that reflect a client's chronological history of both positive and negative drug screens. Reports can be kept in any popular electronic media format that can be emailed and viewed utilizing Microsoft Office products.

2. Weekly reports should be submitted to the Drug Court outlining individual clients' treatment progress. This report should outline a client's compliance in attending weekly Alcoholics Anonymous, Narcotics, Anonymous, or Cocaine Anonymous meetings and/or Clinical Group and Individual Therapy Sessions. This weekly report should also list individual client's performance in groups or individual sessions.

3. A monthly invoice should be submitted to the Drug Court Advising Coordinator via email within the first seven calendar days of the following month from services are delivered utilizing a specific format.

4. The Shelby County Drug Court is working towards implementing a web-based case management system. Proposer must be willing to receive training and utilize a web-based case management application. This will require the provider to have access to the internet. Proposer must be able to enter information regarding drug screens, group attendance, individual counseling sessions, treatment progress, and attendance in Alcoholics Anonymous, Narcotics, Anonymous, or Cocaine Anonymous meetings into the web-based case management application.

5. Proposer is required to utilize electronic communications via email and be able to provide appropriate attachments.

6. During the assessment process, a release of information will be signed by the client authorizing the dissemination of the above mentioned performance data. **Failure to sign such a release of information will immediately disqualify the client from services derived from this contract.** Shelby County Shelby County Drug Court staff will immediately be notified of the client's failure to sign the release of information. Written verification will follow.

7. **Shelby County Drug Court Personnel shall have the right to randomly review proposer's financial records, personnel files, and treatment curriculums. Shelby County Drug Court Personnel shall also have the right to monitor client charts, upon signed release by client and signed statement of confidentiality by monitor.**

D. Coordination Efforts

1. Proposer agrees to participate in Shelby County Drug Court coordination efforts, which may include some or all of the following:

   a. Participate in Shelby County Drug Court public awareness efforts.

   b. Participate in training efforts sponsored by the Shelby County Drug Court.

   c. Provide routine information related to availability of service.

2. Proposer will have a representative knowledgeable of all respective Shelby County Drug Court clients in their facility. These representatives should be available to the court for status hearings set weekly. The frequency of status hearings could increase as the number of clients increase

E. File Maintenance

1. Maintain a case file for each individual client referred to the program, with a face sheet containing personal information including drugs admitted to be used and abused by clients, as well as their primary drug of choice. Physical files should be kept for a period of 3 years.

2. Provider should maintain the ability to create an intake file the same day the client is referred from Shelby County Drug Court.

3. Case file should contain current release of information for permitting the agency to disclose pertinent information to the Shelby County Drug Court.

4. Treatment plans will be developed within 7 days for each client based on the assessment and updated as necessary. The plan will identify problems and obstacles to progress and specify interventions and treatment methods. Plans are to be maintained in client's case file and will document progress and lack thereof toward treatment goals. Particular attention will be devoted to the parenting needs for those clients with children in their home.

5. Shelby County Drug Court staff should be notified within 24 hours,

   a. If client leaves the program without approval or permission

   b. If drug screens are positive or diluted

   c. If a client fails to produce specimen adequate for testing

   d. If client is arrested

   e. If client is hospitalized

6. Case file should contain needs assessment and plan or other strategy for meeting identified employment/educational issues or needs.

7. A summary/aftercare plan will be developed for each client and may be modified as services progress. Modifications will be made in consultation with the client and the Shelby County Drug Court staff. Summary/aftercare plans will focus on employment, education, parenting, and related issues, and should be maintained in the client's case file.

8. Case file should contain evidence of supervisory review on a monthly basis

9. Closed files should contain closing/transfer summary

10. Weekly client progress reports, in addition to required Status Reports for Court, should be forwarded to Shelby County Drug Court staff. Progress and status reports should be maintained in the client's case file.

11. All drug screen reports are to be maintained in the client's case file.

F. Monitoring

Proposer shall allow a Shelby County Drug Court team member to sit in on staffing of clients upon a signed release from the client. The proposer shall allow a Shelby County

Drug Court team member to monitor group therapy sessions, upon a signed statement of confidentiality.

G. Follow Up

Proposer will help evaluate the Shelby County Drug Court Treatment Program by surveying client satisfaction and providing client status information six (6) months after program discharge.

X. CONTRACT REQUIREMENTS

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

a. General Requirements

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the provider. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the provider, or any of the provider's employees or agents, are the agents, representatives, or employees of the County. The Provider will be an independent consultant over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

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

invoices submitted to the County by the Provider for services performed shall be on the Consultant's letterhead.

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

(i) the Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.

(ii) The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

(iii) The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.

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

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

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

(e) Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.

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

providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

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

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

8. Employment Of County Workers. 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 annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby

County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

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

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

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

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

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

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

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

(b) The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or

constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

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

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

26. Provider Responsibilities.

A. Proposer must agree to comply with the standard General Conditions for all agencies contracting with Shelby County and with any Special Conditions deemed necessary by the Shelby County Drug Court.

B. Proposer must agree to maintain accurate fiscal records that conform to generally accepted accounting principles and are in compliance with all County and State audit and accounting requirements.

C. Proposer must comply with all applicable Federal, State, County, and local statutes, rules, and funding criteria governing services, facilities, and operations.

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 Consultant's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Provider will provide evidence of the following insurance coverage:

PROFESSIONAL SERVICES/CONSULTANT PROJECTS LESS THAN $1,000,000
Minimum Limits of Insurance

Consultant/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 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) Explosion, Collapse, & Underground property coverage
   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* - $1,000,000 per claim/$3,000,000 annual aggregate. Indicate if coverage is on occurrence basis or claims-made.

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.

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 April 9, 2009, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**

5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL PRESENTATION

1. One (1) original copy (clearly identified as original) and seven (7) copies of the proposal are required.

2. The package containing the original must be sealed and marked with the Proposer's name and **"Residential Alcohol and Drug Treatment Services (Shelby County Drug Court)" RFP #09-003-63" with due date and time indicated.**

3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

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

C. PROPOSAL FORMAT

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

Cover Page – Submit on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm

Utilization Report (*Separate attachment. Don't forget to download this information*)

The remaining portion of your proposal must be divided into two parts: An Administrative Section and a Program Narrative Section. Number each item to correspond to the numbers below. The contents of the proposal of the successful proposer will become contractual provisions. Failure of the proposer to comply with these provisions may be cause for cancellation of the contract award.

A. Administrative Section

Each item in this section will be scored as "satisfactory" or "unsatisfactory". Your proposal must be rated as "satisfactory" for each item in this section to receive further consideration by the rating panel. Those proposals rated as "satisfactory" for each of the items in this section will have their Program Section scored.

1. Licensed through the State of Tennessee to provide drug offender education and rehabilitation programs. Submit proof of that licensure.

2. Provide certificates of insurance for the coverages previously listed in the RFP.

3. Provide a summary of the total agency budget for the present fiscal year indicating sources of revenue and expenditures by cost center.

4. Submit copies of your agency's personnel policies providing for non-discrimination, performance appraisals, staff development, and grievance procedures. Only one copy of the agency personnel policies and procedural manual needs to accompany this proposal.

5. Provide evidence that the agency's internal management controls for contract monitoring (administrative and fiscal) are precise. Provide the name of the person responsible for administrative contract monitoring. Describe the process for initiating corrective action.

6. If your agency has a Board of Directors, provide the name of the chairperson, officers, and other members. Provide evidence of the Board's involvement in agency policy, operation, and oversight. Alternatively, provide this information for the body that serves a similar purpose in your agency. Provide a copy of your Board of Director's resolution (or other authorization) approving submission of the proposal.

7. Provide a copy of your agency's most recent external audit or financial review from your CPA or accountant.

8. List agents that will work with Shelby County Drug Court on this proposal and outline respective qualifications.

B. Program Section

This section will be limited to not more than 7 pages and double-spacing using 12pt font. The proposals with the highest Program Section scores will be submitted to the Shelby County Mayor. The Mayor will select the proposal for award of the contract. In the event a proposer submits a limited proposal all of the following may not apply and scoring will be pro-rated.

1. Provide a brief description of your agency's experience with the criminal justice system and your background in providing alcohol/drug treatment services.

2. Describe your proposed intensive outpatient drug treatment services, their goals, objectives, and methodology. Include a description of your targeted population.

3. Describe the technology to be used and your proposed procedures for the random urinalysis testing of clients.

4. How many clients will you be able to serve over the contract period?

5. How do you plan to provide timely communication with the Court staff? What are your expectations of /Court staff involvement with the client while the client is in treatment?

6. How do you propose to assist in evaluating program impacts?

7. What are your agency procedures regarding quality assurance? Include a copy of those procedures with your answer.

8. Submit copies of the position descriptions (including required qualifications) and/or resumes of personnel who will be involved in this program. What is the salary/fringe benefit for each position?

9. What recent specific professional training or education related to treatment services have individuals who will be working with this contract undergone?

10. Provide an organizational chart showing the proposed administration of this program. Explain your management structure.

11. Provide a detailed budget for your proposed program. Costs must be itemized per service. For example, an explicit cost should be given per treatment session, per drug test, per day of residential stay, etc. Also provide a total cost per offender in the program.

XII. PROPOSAL EVALUATION AND SELECTION

A. EVALUATION PROCESS

An evaluation committee composed of criminal justice professionals will evaluate all proposals. Each element of the Administration section will be scored as "Satisfactory" or

"Unsatisfactory". Those proposals scored as "Satisfactory" for each element will have their Program Sections scored.

The proposers receiving the highest scores on their Program Sections shall be submitted to the Shelby County Mayor who will make the final selection. The administrator of Purchasing will notify the successful proposer.

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 criteria previously indicated.

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 County and the requirements of this RFP.

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

B. CONTRACT AWARD

Contract(s) will be awarded based on a competitive selection of proposals received. The 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.