



Shelby County Tennessee

Lee Harris, Mayor

Request for Qualifications

Shelby County Government

Purchasing Department

160 N. Main Street, 5th Floor

Memphis, TN 38103

Issued: October 14, 2025

Due: November 14, 2025 no later than 4:00P.M. (Central Standard Time)

RFQ # 26-009-54

On-Call Transit Planning

For

Division of Planning and Development (DPD)

Memphis Urban Area Metropolitan Planning Organization

(Memphis MPO)

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide **On-Call Transit Planning Services**. Information regarding this formal bid is located on the County's website at www.shelbycountyttn.gov. At the top of the home page, click on the dropdown box under "Business", click on "Purchasing" and "Bids" to locate the name of the above-described formal bid. Link: <https://bids.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”. Vendors are to enter their information only where yellow cells, are on those 2 yellow tabs. Vendor to submit with your proposal (both Printed and Digital formats). The Excel files must be submitted on two (2) separate USB devices.

Sincerely,

Signed Original on File

Carla Hayes, Buyer
Shelby County Government
Purchasing Department

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I. INTRODUCTION

Shelby County Government, (the “County”), is soliciting proposals from interested and qualified Vendors to provide on-call transit planning services (the “Goods and/or Services”). This Request for Qualifications (“RFQ”) is being released to invite interested and qualified Vendors to prepare and submit proposals in accordance with the 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 RFQ, and per proposal(s) received.

In this RFQ, 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 (both Printed and Digital formats).

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 Business Registration Number(s) 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 BRNs .
3. Adherence to all provisions of Title VI requirements – please attest, and provide proof/documentation if necessary.
4. Independent Vendors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12) – please provide proof and documentation of employment eligibility (driver’s license...); Otherwise mention you are NOT an Independent Vendors (sole proprietors).
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. ELIGIBILITY - All bidders must register with the System for Award Management at www.SAM.gov and have no active exclusions. Bidders must provide a screen shot documenting registration with their proposal. As a federally funded project, eligibility/exclusion checks will be conducted via SAM.gov before contract award.

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 BRN and Vendor numbers before starting to provide goods/services to SCG.

- To obtain an SCG Business Registration Number (as well as LOSB, 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 their 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 RFQ are to be submitted IN WRITING to:

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

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

The deadline for submitting questions will be Friday, October 31, 2025 @ 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 <http://www.shelbycountyttn.gov/3243/Bids-Listing> 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 received at the address listed above no later than **4:00 P.M. (CST) on November 14, 2025.** Facsimile or electronically submitted (emailed) 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 considered for evaluation. 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. The dates provided after the RFQ closes are approximate and the County reserves the exclusive right to modify these dates in consultation with the successful proposer.

Request for Qualifications Released	October 14, 2025
Deadline for Questions	October 31, 2025
Proposal Due Date	November 14, 2025

Notification of Award
Goods/Services to Commence

TBD
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

E. Contingencies

This RFQ 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 RFQ.

C. Proposal Submission

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

D. Incurred Costs

This RFQ does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFQ and Proposers agree that all costs incurred in developing this RFQ 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 one hundred and twenty (120) 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.***



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 Memphis MPO is a federally mandated regional transportation planning organization that is responsible for transportation policy development, planning, and programming for the counties of Shelby and Fayette, in Tennessee, and DeSoto and Marshall Counties, in Mississippi. In its role, the MPO works with local agencies, state agencies, federal agencies, private sector, citizens and stakeholders to plan a coordinated transportation system designed to move people, goods and services affordably, efficiently and safely throughout the MPO area. Following a continuing, comprehensive, and cooperative (3-C) process, the Memphis MPO has committed itself to creating a comprehensive multi-modal strategy that provides the region's residents with greater mobility, lower transportation costs, safer streets, cleaner air, less traffic congestion, and a greater quality of life.

The purpose of this project is to provide on call services for transit planning and analysis, including (but not limited to), traffic impact analysis, fiscal, and land use analyses, assistance with development of the Memphis MPO's Regional Transportation Plan (RTP) update of transit and transit related studies and reports, and assisting the MPO in the creation and implementation of transit strategies that further the agency's long-term goals and are consistent with the RTP on an as-needed basis.

The selected consultant or consultant team will be expected to assist the Memphis MPO with transit planning projects from conception to implementation, in a timely manner through technical analyses that is consistent with the RTP. The scope of work to be performed by the selected consultant or consultant team may include, but is not limited to the following:

1. Assist in analyzing current and future transit and paratransit needs, conditions, strategies, and opportunities in the development or updating of MPO plans, ongoing transit planning activities, and other documents on as needed basis.
2. Identify both short and long-term constraints/needs for the region on an as needed basis, to address safety and security, system management and operations, resiliency, environmental justice, and other planning factors.
3. Identify potential topics or areas for new or updated transit plans, studies, or programs that would be beneficial to the MPO, MATA, and/or other local jurisdictions and agencies.
4. Consider existing MPO, MATA and other transit plans and documents in any work undertaken, such as the MPO's Regional Pedestrian and Bicycle Greenprint Plan, MATA's Transit Vision Plan, MPO's Congestion Management Process, MPO's Moving Together 2050 RTP, MPO's Coordinated Public Transit-Human Services Transportation Plan, etc.

5. As needed, conduct an analysis of the existing transportation network using land use and travel demand modeling information and update the information as it relates to transit planning.
6. Assist in developing policy recommendation for improving the region's transit, with specific actions described for the MPO, MATA, state DOTs, other agencies, and local jurisdictions with detailed descriptions and applicable funding considerations, on an as-needed basis.
7. Provide data, research, peer reviews, maps, and other documentation as requested by the MPO for use in transit planning products or activities.
8. Evaluate the impact of new and upcoming trends and emerging technologies on the future of transportation (e.g. autonomous vehicles, on-demand transit services, intelligent transportation systems, alternative fuels, and advance technology) as well as addressing challenges (e.g. demographic changes, funding, planning for unforeseen events and impacts this can have on transportation, etc. and develop a set of recommendations for the region to be better equipped in preparing for the future.
9. Coordinate and communicate between the MPO, transit agencies, and local jurisdictions and attend and assist with the preparation and presentation of materials for public meetings as well as meetings of the Transportation Policy Board (TPB), the Engineering and Technical Committee (ETC), and other MPO committee meetings, as needed.
10. Demonstrate that project deliverables will be in compliance with federal transportation regulations such as the FAST Act and be acceptable to the Tennessee Department of Transportation (TDOT), the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA).
11. Maintain documentation of and a schedule for all work conducted as part of this contract.

All work done under this project must comply with ADA standards and accessibility requirements.

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 immediately upon execution of the contract through June 30, 2026, with the option to renew (2) additional one-year periods beginning July

through June, 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 RFQ, or to issue a new RFQ.

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

F. Letter of Interest and Statement of Qualifications

Your letter of Interest and Statement of Qualifications to include, but not limited to, the following:

- a. Firm name, address and telephone number.
- b. Contact name, email and telephone number.
- c. Summary of suggested approach to meet SCG's objectives and requirements.
- d. Summary of the firm's past experiences, similar to this RFQ.
- e. Overview of the team (including sub-consultants, if applicable), including qualifications and clear statements of expertise related to this RFQ.
- f. Demonstrated ability to meet client's schedules without compromising project quality and sound engineering practices.
- g. List professional licenses, and include proofs (list the ones required for this type of RFQ).
- h. Confirm firm's "capacity" to deliver per timeline/scope/requirements mentioned in this RFQ.
- i. Inclusion of a cost/price/fee is not required. A cost proposal will be negotiated with the selected Vendor.

VIII. AWARD OF CONTRACT

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

Shelby County Government reserves the right to award this RFQ on the basis of 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 award.

The intent of Shelby County Government is to award this RFQ based on the qualifications submitted by responsive proposals received, i.e. to the overall most qualified proposer(s) meeting specifications & requirements.

Proposers are advised that proposal cost or pricing will not be a factor in the selection criteria as the scoring committee will assess based on professional qualifications 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 evaluation of the proposals and selection of the successful Vendor(s), all proposers will be notified in writing.

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

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/selection. 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.

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

IX. PURPOSE / SCOPE OF WORK

The purpose of this RFQ 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 Services.

Department specific requirements

Describe your approach to meeting the following requirements:

1. **Experience in Transit Planning:** Proposer can demonstrate a minimum of five (5) years’ experience in long and medium-term transit planning, especially in bi-state areas and in regions of similar size to the Memphis metropolitan area.
2. **Experience in Travel Demand Modeling (transit-related):** Proposer can demonstrate a minimum of five (5) years’ experience in FTA’s STOPS transit modelling software and process for transit travel forecasting and data collection and management related thereto.
3. **Understanding of the MPO Process:** The Proposer, through past experience, clearly demonstrates an understanding of the MPO process related to the services required and the specific tasks to be performed.
4. **Experience in Stakeholder Engagement:** Proposer through past experience demonstrates their ability to assist the MPO in coordinating with multiple stakeholders including but not limited to Federal, State and Local partners.
5. **Experience with Graphic Design Software:** The proposer has extensive experience with producing visually aesthetic and professional documents, maps, and graphics using InDesign, SketchUp, Photoshop, or other compatible software to develop transit plans, studies, and guides.
6. **Compliance with Federal and State Regulations:** The proposer has extensive experience in producing deliverables that comply with any applicable federal and state regulations and procedures and effective facilitation of communication among federal, state, and local stakeholders.
7. **Staff:** The Proposer has adequately trained and skilled staff to perform the required services and respond promptly to MPO requests without delays.

Responders/Proposers must comply with all of the above.

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

The information requested above to be answered directly in the scorecard Excel file by all Vendors, and submitted part of your proposal (both Printed and Digital formats).

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 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 Vendor's assets.
 - 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 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 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 subcontracting, assignment, delegation or transfer shall relieve the Vendor from 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, 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. 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.
21. 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.

22. 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.
23. 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.
24. 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 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
- 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.

All policies will provide for thirty (30) days written notice to Shelby County Government of cancellation of coverage provided. Ten (10) days' notice 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 RFQ, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFQ 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 RFQ. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to the RFQ 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 AND completed Excel file (digital format) must be received by no later than 4:00 p.m. (CST) on November 14, 2025, at Shelby County Government Purchasing Department, 160 N. Main Street, 5th Floor, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. PROPOSAL COPIES

1. **HARD COPIES** - One (1) original (**clearly identified as original**) and **five (5)** copies of the proposal are required. Include your printed version of the below completed Excel file – both tabs.
2. **COMPLETED EXCEL FILE** (2 tabs/sheets) – **Two (2)** digital copies are 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. The Excel files must be submitted on two (2) separate USB devices.

3. The package containing the original and copies must be sealed and marked with the proposer's name and "**CONFIDENTIAL –RFQ 26-009-54 On-Call Transit Planning**" with due date and time indicated.
4. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.
5. Proposals must be verified before submission as they cannot be withdrawn or corrected after 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

Response to this RFQ must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment(s) to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

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 RFQ 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 (both Printed and Digital formats). The Excel files must be submitted on two (2) separate USB devices.
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,
 - detailed description of the approach for delivering the goods and/or accomplishing the services (include a schedule for completion of each element).

4. 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 that 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.

5. 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), 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.

6. Additional Information

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

- a. A description of any other resources available to the Proposer that will be useful in providing the goods or services mentioned in this bid.
- b. A description of the methods used by the Proposer to measure the satisfaction of its client.

XII. PROPOSAL EVALUATION AND SELECTION

1. Responsiveness Evaluation Process

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

- a. The response must be complete and in the required format.*
- b. Responders must meet ALL Minimum Requirements outlined in Section II of this RFQ, per their completed scorecard (digital file submitted with the response)*

1. Department Review of their specific requirements

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

EACH RESPONSE MAY BE EVALUATED INDEPENDENT OF THE OTHER.

2. 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 Bidders/Proposers who submit a Proposal in response to this RFQ 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 Bidder/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 an 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 RFQ.