

**Amendment 1 - RFP No. 4767, Operational and Financial Audit of Anderson County
Emergency Medical Services**

Anderson County Government issues Amendment # 1 making the following changes:

Invoicing and Payments

Section 8.15(b) is amended to remove “Progress payments will be made on a monthly basis.”

Section 8.15(b) now reads:

“Anderson County agrees to compensate its Vendor for only the agreed price and in accordance with rates specified herein and in accordance with the total proposal amount submitted by the Vendor in response to the RFP. Vendor’s expenses shall not rise above the total cost amount submitted.”

Insurance Requirements

Section 8.48(c) is amended to:

- change the amount of Comprehensive General Liability Limits to \$1,000,000 per occurrence, and \$2,000,000 aggregate;
- include Professional or E&O Liability
- remove automobile liability

Section 8.48(c) now reads:

“The company shall maintain in force throughout the term of the contract:

- i) Comprehensive General Liability Limits: \$1,000,000 per occurrence, \$2,000,000 aggregate with Anderson County named as additional insured with respect to the services being procured. This coverage is to include:
- ii) Premises/Operations Liability, Independent Contractors, Liability, Personal Injury Liability and Professional or E&O Liability.
- iii) Workers’ Compensation – As required by applicable law.

Attachment 3, Insurance Coverage Affidavit, is amended to reflect these changes.

Amendment 1 - Attachment 3
INSURANCE COVERAGE AFFIDAVIT

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker’s Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

Only the items marked with an “X” are applicable to this bid and or contract.

1. **Workers Compensation Employers Liability** Statutory limits
100,000/100,000/500,000

2. **Commercial General Liability** \$1,000,000 per occurrence
\$2,000,000 aggregate
 - Occurrence Form Only
 - Include Premises Liability
 - Include Contractual
 - Include XCU
 - Include Products and Completed Operations
 - Include Personal Injury
 - Include Independent Contractors
 - Include Vendors Liability
 - Include Professional or E&O Liability

3. **Business Auto** \$1,000,000
 - Include Garage Liability \$1,000,000
 - Include Garage Keepers Liability
 - Copy of Valid Driver’s License
 - Copy of Current Motor Vehicle Record
 - Copy of Current Auto Liability Declarations Page

4. **Crime Coverages**
 - Employee Dishonesty
 - Employee Dishonesty Bond

5. **Property Coverages**
 - Builders Risk
 - Inland Marine
 - Transportation

6. Performance Bond Required – A One Hundred Percent (100%) performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. **MUST** be submitted before purchase order issued.

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker’s compensation and auto. Insurance carrier ratings shall have a Best’s rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out “endeavor to” and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable.

Bidders Statement and Certification

I understand the insurance requirements of these specifications and will comply in full within **21 (twenty-one) calendar days** if awarded this bid and or contract. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

Vendor Name

Authorized Signature

Bid Representative Name (Please Print)

Date

**Questions & Answers RFP No. 4767, Operational and Financial Audit of Anderson County
Emergency Medical Services**

Anderson County Government has received the following questions as allowed by the RFP and provides the subsequent following answers:

Question 1: These sections from the RFP and sample contract appear to contradict each other:

Section 4.5 Project Payments

The awarded Vendor will be paid fifty percent (50%) of the Cost Proposal upon satisfactory submission of the Draft Report as determined by the County Project Manager. The remainder of the payment will be processed upon successful submission of the Final Audit as determined by the County Project Manager.

Section 15) Invoicing and Payment

- a) Payment will be made for services satisfactorily rendered and upon receipt and approval of the invoices. Anderson County agrees to compensate its Vendor for only the agreed price and in accordance with rates specified herein and in accordance with the total proposal amount submitted by the Vendor in response to the RFP. Vendor's expenses shall not rise above the total cost amount submitted.
- b) Progress payments will be made on a monthly basis. Travel expenses, including transportation, lodging and meals will not be paid as a separate item outside the scope of the Vendor's cost proposal submitted in response to the RFP.
- c) Invoices shall include the contract number and project title and shall be approved by the Anderson County Project Manager prior to submission to the Finance Director for payment. The County's Project Manager shall ensure that all work billed to the County has been completed satisfactory prior to approval.

Answer 1: Please see Amendment 1. "Progress payments will be made on a monthly basis" has been removed from section 15 (a) of the RFP.

Question 2: This section contains Insurance requirements that will limit the number of potential proposers or significantly increase costs. For instance, we carry \$2M/\$4M for GL and \$2M in auto also. We can up that amount to \$5M for GL, but it will add around another \$500 to the price. In over 20 years of EMS consulting we have never had a claim of any kind. Most EMS consultants carry little if any GL, professional and vehicle insurance. We will be happy to meet this requirement, but wanted to give the heads up that it will increase costs slightly. Can you clarify these issues?

Answer 2: Please see amendment 2, and the amended Attachment 3, which change insurance requirements.