

Anderson County Government

REQUEST FOR PROPOSAL

(Formal)

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RFP No.: 4767

Date Issued: May 17, 2017

**Proposals will be received until
2:30 p.m. Eastern Time on June 29, 2017**

Sealed proposals are subject to the ***General Terms and Conditions*** (Attachment 5) of this solicitation, and any other data attached or incorporated by reference. Proposals will be received in the office of the Anderson County Purchasing Agent until the date and time specified above, and at that time publicly opened and read aloud.

THE ANDERSON COUNTY PURCHASING AGENT RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES IN OR TO REJECT ANY OR ALL PROPOSALS AND TO ACCEPT THE PROPOSAL DEEMED FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.

Natalie Erb, Director of Finance

<i>RFP DESCRIPTION</i>

<p><u><i>Operational and Financial Audit of Anderson County Emergency Medical Services</i></u></p>

<p><i>For the period of July 1, 2016 – June 30, 2017.</i></p>

<p><i>All vendors must submit one (1) original hard copy, two (2) digital copies and six (6) exact hard copies of their proposal.</i></p>
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<p><i>Contact Purchasing in writing with any questions. Refer to Section 7.28.</i></p>
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SECTION 1: INTRODUCTION

The Anderson County Government (herein after called “The County”) is requesting proposals from vendors to audit of Anderson County Emergency Medical Services (ACEMS) operational and financial performance. Qualified vendors are invited to submit proposals to accomplish the scope of services specified in this Request for Proposal (RFP). The County reserves the right to modify the selection process based on information provided in the RFP submittals, and to reject any and all proposals.

1.1 SCHEDULE OF EVENTS

The following schedule will be strictly adhered to. Changes and modifications will be announced by the Anderson County Purchasing Agent.

1)	Request for Proposals and Qualifications Release Date	<u>May 17, 2017</u>
2)	Deadline for Submission of Questions	<u>June 1, 2017</u>
3)	Response to Submitted Questions	<u>June 15, 2017</u>
4)	Request for Proposals and Qualifications Opening Date	<u>June 29, 2017 2:30pm</u>
5)	Step One (1) Evaluation – Completion Date	<u>July 12, 2017</u>
6)	Sealed Budget Proposal – Opening Date	<u>July 13, 2017 2:30pm</u>
7)	Board of Commissioners Approval Date	<u>July 17, 2017 6:30pm</u>
8)	RFP Award Date	<u>July 20, 2017</u>

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SECTION 2: BACKGROUND INFORMATION

Anderson County is located just north of the city of Knoxville; Tennessee's third largest metropolitan area. The county has approximately 338 square miles of hilly to mountainous terrain. The County has a current population of 75,528 with over 34,747 households.

The ACEMS was established on March 17, 1970 as a county run organization and is the sole provider of ambulance service in the County. The ACEMS answered 20,627 emergency, non-emergency and standby calls in FY 2016. The response area includes three Department of Energy plants (X-10, Y-12 and K-25), Interstate 75, one hospital (the Methodist Medical Center in Oak Ridge), several industrial facilities, twenty-six schools and eight nursing/convalescent homes. ACEMS also provides service to parts of neighboring Roane County.

The ACEMS organizational structure is hierarchical and modeled similar to an incident command center with an ACEMS Director and four Deputy Directors that manage the Operations, Administration, Education and Support Services departments. The ACEMS employs sixty-four full-time and twenty part-time staff members, including four Critical Care Paramedics, thirty-four Paramedics and sixteen Advanced Emergency Medical Technicians.

In 2010 the ACEMS outsourced billing functions. The ACEMS has an in-house billing Manager that works directly with the billing vendor, Digitech, on transport billing. Revenue Recovery manages debt collections.

The ACEMS has a division that provides a variety of training courses on content such as medical/trauma care practices, safety, incident command and applicable laws. The training division also offer fee-based classes to the public that generate revenue. The fees created \$7,000 in revenue in FY 2015/2016.

An Anderson County Board of Commissioners Resolution (Exhibit 1), as well as Tennessee Code Annotated, the Occupational Safety Health Administration and Federal laws regulate the ACEMS ambulance services. The ACEMS fleet includes seventeen ambulances. Ten of the ambulances are front line ambulances of which nine are staffed Advanced Live Support (ALS) and six are staffed for 24-hour operation. The ACEMS Fleet Manager coordinates fleet maintenance, which is managed by the County motor pool. Budget reductions created by the transition to an enterprise fund have decreased the number of new ambulances purchased from two a year to one a year. This reduction increases mechanical problems for the whole of the fleet.

The County's Sheriff Department manages the dispatch center and dispatches call for the Sheriff Department, the ACEMS and local volunteer fire departments. The City of Oak Ridge and the city of Clinton operate the other two Public Service Answering Points

(PSAP) in the County and also will dispatch calls to the ACEMS. The County manages the ACEMS budget, Human Resources policies, health insurance and payroll for ACEMS.

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SECTION 3: PURPOSE AND OBJECTIVE

The purpose of the RFP is to obtain pricing and qualifications from vendors interested in auditing the operational and financial performance of the ACEMS so the County can determine what, if any, changes are needed in order for the ACEMS to operate more efficiently and economically in compliance with all policies, procedures and statutory regulations. The objective of the RFP is to establish a contract in order to improve the overall performance and quality of services provided by the ACEMS to Citizens while also improving the use of taxpayer money.

In 2009 the County Commission moved the ACEMS budget from a general fund to a special revenue fund in order to establish transparency and financial stability. During the 2009/2010 Fiscal Year (FY), state auditors determined the ACEMS to be self-sufficient and the budget was moved into an enterprise fund. Changes in healthcare laws since this time and increases in Medicare recipients have created new challenges in balancing the ACEMS budget.

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SECTION 4: SCOPE OF SERVICES

A contract resulting from this RFP shall identify strategies to streamline and make more efficient the following:

- A. Organizational Structure
- B. Management Practices and Flow
- C. Quality Improvement
- D. Hiring Standards and Recruitment Efforts
- E. Staffing Levels, Utilization and Retention
- F. Staff Training/Education Practices
- G. Fleet Management
- H. Facilities Utilization
- I. Dispatch Services
- J. Technology Utilization
- K. Asset Management, to include Equipment Maintenance and Replacement Plans
- L. Fleet Expenditures
- M. Other Equipment Expenditures
- N. General/Non-Capital Expenditures
- O. Safety, Security and Risk Management
- P. Record Keeping
- Q. Billing Practices
- R. Customer Service
- S. Staff Salaries
- T. Budgeting
- U. Revenue Stream Utilization and Availability of Additional Funds
- V. Revenue Collection

Section 4.1 VENDOR'S OBLIGATIONS AND RESPONSIBILITIES

The Vendor shall comply with all stated responsibilities, obligations, terms, conditions and payment provisions embodied in this RFP and the final negotiated contract.

4.1.1 Vendor Project Manager

The Vendor shall designate a dedicated Project Manager for the audit. The Vendor Project Manager shall be responsible for planning, executing and managing the staff, resources and scope of the project to ensure all tasks are completed in accordance with the timeline. In the event the individual acting as Vendor Project Manager leaves the Vendor's employment or is otherwise removed as Vendor Project Manager. The County must be notified immediately within writing and a replacement must be named to the position in writing within five business days.

4.1.2 Back-Up Vendor Project Manager

The Vendor shall designate a dedicated Back-Up Vendor Project Manager. The Back-Up Vendor Project Manager must remain informed of the project milestone standings and

be able to act in place of the Vendor Project Manager in case of an absence. In the event the individual acting as Back-Up Vendor Project Manager leaves the Vendor's employment or is otherwise removed as from the position, The County must be notified immediately within writing and a replacement must be named to the position in writing within five business days.

4.1.3 Key Staff

The Vendor shall designate Key Staff to support the project operations and goals. The roles and names of the Key Staff shall be detailed in the Work Plan. The County Contract Manager must be notified any Key Staff changes.

4.1.4 Work Plan

The Vendor will establish a Work Plan that outlines the procedures and timeline to complete the audit. The Deliverables listed in section 4.1.15 will guide the design of the Work Plan. The County may amend the initial Work Plan provided in response to the RFP. The Work Plan may be further altered in conjunction with project developments. Any changes will be in writing and be agreed upon by both the Vendor and The County.

4.1.5 Responsible for Staff

The Vendor shall be responsible for all actions of team members, subcontractors and sub-vendors. The Vendor shall be responsible for all payments to staff, subcontractors and sub-vendors. Failure of a subcontractor or sub-vendor to perform any task or provide any deliverable outlined under this contract shall not relieve the primary Vendor from the responsibility for a competent and timely performance under the duties and obligations of this contract. County employees will not transact business with subcontractors except through the Vendor.

4.1.6 Relationship with County's Project Manager

The Vendor shall work in conjunction with the County's Project Manager to ensure timely and quality performance under the Contract. The Vendor shall schedule and coordinate all contacts with county officials and department heads through the County's Project Manager. All requests for changes of work within the Contract shall be in writing between the Project Manager for Anderson County and the Project Manager for the Vendor. Invoices must first be approved by the County's Project Manager prior to submission to the Finance Department for payment.

4.1.7 Legal Duty

Vendor must comply with all applicable statutes and administrative rules, policies, standards and guidelines governing business transactions and relationships with local governmental entities.

4.1.8 Prompt Delivery

The Vendor must provide all deliverables on or before the deadlines specified in the Work Plan Timeline.

4.1.9 Approved Format of Written Reports

The Vendor shall deliver all written reports in accordance with a format approved by the Audit Advisory Committee and the County's Project Manager.

4.1.10 Deadline for Commencement

The Vendor shall commence work on this project no later than thirty (30) days after the Contract execution date. Should the Vendor fail to commence work at the agreed upon time, the County reserves the right to terminate the Contract and Vendor shall forfeit all compensation. In addition, the Vendor shall be liable to the County for the difference between the Vendor's submitted price and the actual cost of performing work by the second lowest vendor or by another chosen vendor.

4.1.11 Status Report Meetings

The Vendor shall consult bi-weekly, or as otherwise agreed upon, with the Audit Advisory Committee. The Vendor will provide oral and written status reports and findings of fact to the Committee. The Vendor shall provide a summary of monthly project activities prior to, or at the time of, the meeting with the Committee. The Vendor shall be prepared to bring the Committee up-to-date on the following objectives:

- Familiarize the Committee with the project activities and current status;
- Identify various findings and keep the Committee abreast of problems associated with the project; and
- Provide time for the Committee to share insight that might help the Vendor refine the project work plan and ACEMS needs.

4.1.12 Continuous Communication

The Vendor shall keep the County Project Manager apprised of findings as needed outside the bi-weekly meetings to ensure that errors are not made by the Vendor in the interpretation of data and factual findings.

4.1.13 Immediate Notification

In the event that the Vendor uncovers dangerous conditions, immediate safety concerns, fraudulent activities, employee misconduct or otherwise sensitive issues during the study, the Vendor will immediately report the findings to the County Project Manager.

4.1.14 Compliance with Government Auditing Standards

The Vendor shall perform the audit following generally accepted government auditing standards (GAGAS) and all other applicable professional and ethical standards. The successful respondent must have extensive experience in conducting government/business operational performance audits under GAGAS guidelines.

4.1.15 Deliverables

The Vendor must complete and deliver all of the following specified deliverables no later than the dates in the timeline. The final timeline will be incorporated as part of the executed contract, and may only be changed through an executed written amendment to the contract.

Deliverable 1 - Final Written Work Plan

The Vendor must complete and deliver a final written Work Plan for approval by the County's Project Manager. Any changes The County identifies are needed with the Work Plan proposed by The Vendor in the RFP Response shall be incorporated.

Deliverable 2 - Bi-Weekly Status Reports

The Vendor must keep the Audit Advisory Committee apprised of its progress and activities through bi-weekly status reports containing up-to-date findings of fact. Each status report must indicate the current status of the work being performed, difficulties or special problems (so remedies can be developed as soon as possible), key issues confronted, problems in performance and estimated timeline progress. The Audit Advisory Committee may request periodic conferences with the Vendor.

Deliverable 3 - Preliminary Analysis and Findings of Fact Meeting

Vendor must present to the Audit Advisory Committee a preliminary analysis and findings of fact report in a meeting to include assessment of work to date, preliminary findings, and key issues that will be addressed in the Final Report. The County will review the preliminary analysis to ensure agreement with scope before the beginning of the on-site work.

Deliverable 4 - First Draft of Audit Report

The Vendor must deliver a comprehensive first draft of the final report for review and comment by the Audit Advisory Committee, containing an executive summary, background material findings, recommendations, implementation plans, and fiscal impact statements. Copies of the draft report shall be made available to The County ten business days prior to the meeting. Vendor shall respond to questions from the Committee. The meeting shall be recorded and the Vendor will provide meeting minutes and a memo of understanding detailing agreed upon changes to the Committee. The Committee must approve the memo of understanding before the Vendor finalizes the report. The Vendor will perform all final formatting and editing and present a final version to the Committee.

Deliverable 5 - Final Audit

Vendor must prepare a Final Audit detailing findings and recommendations. The report must have, at a minimum the following components: background information explaining the organizational structure, programs and operations of the ACEMS; key issues being faced by the ACEMS; key performance measures and internal controls currently used; methodology used during audit; explanation of findings; supporting

documentation; conclusions, including, but not limited to, referenced cost savings and information showing computations. Detailed step-by-step action oriented recommendations and realistically anticipated results and impact on the County as a whole, along with the suggested timeline for implementation; and potential implementation strategies for recommendations shall be included. The final report shall contain graphics, tables, and any other illustrations to clarify the key findings and recommendations. The Final Audit shall provide a chart listing every recommendation and the fiscal impact of each recommendation over the next five (5) years. Costs associated with implementing the proposed recommendation; the length of time to implement the recommendation, and net savings shall be listed and explained.

Recommendations shall be based on comparisons with best practices with proven results from other governmental entities of similar size, budget, service population and resources as the ACEMS. The audit shall always be in context with the laws and regulations that govern the County.

In addition to a paper copy, the Final Audit must be delivered electronically in Microsoft Word for Windows. All exhibits, charts, and graphs must be created using Microsoft Excel or Microsoft Word and must be contained within the document. No manual pasting or formatting should be required to produce a duplicate of the hard copy document from the file.

The Final Audit shall:

- A) Be written in a consistent format, in a style that is highly readable, free of jargon, rich in research and leaves the reader with no doubt about the logic of each of the vendor's recommendations;
- B) Challenge any process, procedure, program, or policy that impedes effectiveness, efficiency and economic viability;
- C) Evaluate affecting internal rules, policies and procedures for compliance with laws and adequacy, effectiveness and efficiency;
- D) Evaluate established management ability and philosophies for Planning/Forecasting Techniques
- E) Identify ways the ACEMS under-utilizes resources;
- F) Detail all deficiencies and rate them as minor, significant or severe;
- G) Identify redundancies;
- H) Evaluate whether any goods or services can be obtained from the private sector for a better value;
- I) Determine if any existing practices are conducive to fraudulent activities;
- J) Evaluate and compare potential shared and cooperative governmental services;
- K) Include supporting documentation;
- L) Include Recommendations that:
 - correct any and all operational deficiencies identified
 - Detail any needed policy, procedural or role change to implement recommendations

- List ways to be more innovative and apprised of current trends and best practices
- Include a fiscal impact chart showing all recommendations, with cost and savings summarized over the five-year period;
- Subscribe to Federal, State and local laws.

Deliverable 7 - Presentation of Final Audit to Audit Advisory Committee

The Vendor must deliver the final report to the Audit Advisory Committee in final form, including a fiscal impact chart of all recommendations, with costs and savings for the five-year period. The final report should indicate how the recommendations will be prioritized, and should include an executive summary that is suitable for public distribution. Vendor must have completed final edits and corrections to the report prior to final release. Unless otherwise agreed to by the Audit Advisory Committee, the final report will be delivered to the Committee. It is the Vendor's sole responsibility to ensure that its documents are delivered to the proper location at the proper time. Documents will be considered delivered only when received by the specified entity on the date and time agreed to in the Work Plan and Timeline. All deliverables are deemed completed when the Audit Advisory Committee has reviewed the report, all requested revisions have been addressed, and the Audit Advisory Committee has given final written approval of all services, reports and other deliverables required by the contract.

Section 4.2 COUNTY'S OBLIGATIONS AND RESPONSIBILITIES

The County agrees to:

- Provide limited assistance in data collection and review;
- Provide access to all relevant records and data in the possession or control of The County;
- Facilitate and arrange meetings between the Vendor and the Audit Advisory Committee, elected and appointed officials and department heads;
- Provide reasonable on-site workspace for the Vendor;
- Select a Project Manager to act as a liaison between the Vendor and the County Audit Advisory Committee;
- Abide by all terms and conditions embodied in this RFP and the final negotiated agreement between Vendor and County;
- Allow county employees to work side-by-side with the Vendor's staff to the extent and under the conditions directed by the County's Project Manager and approved by the employee's immediate supervisor or department head. County employees will cooperate fully and give access to all data, working papers, etc., which vendor may need to perform the services specified in the RFP. Work relationship problems that develop between the County's employees and the Vendor and his/her staff will be resolved between the Vendor's Project Manager and the County's Project Manager.

Section 4.3 COUNTY PROJECT MANAGER

The Anderson County Board of Commissioners will appoint a County Project Manager to oversee the performance and completion of this project. The County Project Manager's duties will consist of:

- Ensuring satisfactory delivery of all deliverables outlined in the Contract
- Provide secondary audit correction checks, especially for critical compliance issues
- Identify Contract and Contractor problems
- Act as a liaison between Vendor and County Government departments and elected official offices
- Attempt to resolve disputes between the Vendor, County Government, employees and County Officials
- Track progress on work plan
- Ensure compliance with timeline

The County's Project Manager will determine whether or not:

- The Vendor satisfactorily performed all required services; and
- Vendor should be paid the negotiated progress payments for the services rendered; and
- A positive or negative formal recommendation is warranted for future concerns after evaluation of Vendor's services and performance; and
- The contract or contracted services can be improved
- If Vendor Key Staff should be replaced

The County reserves the right to cancel its contractual obligations to the Vendor in the event of unsatisfactory performance on the part of the Vendor, as determined by and at the recommendation of the County's Project Manager.

Section 4.4 County Audit Advisory Committee

The County will appoint individuals to the Audit Advisory Committee for representation and consultation at the Status Report Meetings and to review the Draft of the Audit and the Final Audit. Routine communication with the Vendor will be through The County Project Manager, who will keep the Audit Advisory Committee apprised of material findings and updates from the Vendor. The Audit Advisory Committee may request additional or clarifying information.

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 5 PROPOSAL CONTENT

All proposals shall include the following information in separate tabs as identified below:

Proposal Tab A) Introduction

The proposal shall include a brief introduction of no more than two (2) pages.

Proposal Tab B) Vendor's Business Information

Tab B of the proposal shall include the following:

1. The Vendor's full name and Federal Tax ID number.
2. The address of the Vendor's principal office and any branch office address that will perform or assist in performing any of the work specified herein.
3. The name, title, address, phone number and email address of the person or persons authorized to act on behalf of the firm during contract negotiations. This person shall be able to legally bind the firm to any negotiated contract.
4. The name, title, address, phone number and email address of the Vendor's President or other Governing Officer that has a supervisory role over the Vendor Project Manager.
5. The names, addresses, phone numbers, contact persons and email addresses of any sub-contractors identified in the Vendor's proposal.

Proposal Tab C) Firm Qualifications and Experience

Tab C of the proposal shall include the following information:

1. A brief history to include how long the Vendor has been in business, major offices located in Tennessee and/or major offices located in the southeast United States.
2. The specific qualifications and expertise of the Vendor to conduct governmental audits. This shall include a detailed explanation of special capabilities and professional licenses the Vendor has that directly relate to conducting a governmental audit with examples of audits the Vendor has performed that are similar to the type required under this RFP.
3. A list of the five (5) most recent Audit projects the Vendor has completed with a description of the project, name of the client, date, contact person, address, and telephone number. The County reserves the right to contact the clients for references.
4. A full disclosure of the following:

- All previous and current work done for Anderson County Government and its affiliated departments;
- All on-going business relationships with members, staff or employees of Anderson County Government;
- All family relationships with elected officials, staff or employees of Anderson County Government;
- All financially interested parties that have a former or current business or employment relationship with Anderson County Government;
- Any pending civil litigation, criminal investigation, or regulatory sanction that is pertinent to the services described herein involving the Vendor. Vendor shall disclose all matters in which the Vendor has been found liable or guilty for any civil or criminal action, including any judgments or cases under appeal or regulatory sanctions. Significant losses or settlements involving the Vendor must also be disclosed. This is a continuing disclosure requirement; any litigation or investigation commencing after submission of a proposal must be disclosed in a written statement to the Anderson County Audit Advisory Committee within fifteen (15) days of its occurrence. Failure to comply with the terms of this provision will disqualify any Vendor.

Proposal Tab D) Team Members and Staff Qualifications

Proposals shall include the following team member and staff qualifications information:

1. The name, title, address, phone number, email address, and resume of the person the Vendor designated as the Vendor Project Manager as described in section 4.1.1. This section shall include a narrative and customer names, addresses, contact name and phone number from three (3) examples of audits similar in nature to the audit described herein which the Vendor Project Manager oversaw. The County reserves the right to contact the clients for references. This person shall be able to legally bind the firm to any negotiated contract decision.
2. The name, title, address, phone number, email address and resume of the person the Vendor shall designate as the Vendor Back-Up Project Manager as described in section 4.1.2. This section shall include a narrative and customer names, addresses, contact name and phone number from three (3) examples of audits similar in nature to the audit described herein which the Vendor Back-Up Project Manager participated. The County reserves the right to contact the clients for references.
3. The names, project role titles, addresses and telephone numbers of the Key Staff as described in section 4.1.3. Vendor shall furnish a resume for Key Staff member and detail which aspects of the work each person will be responsible for performing.

4. The names, addresses, contact name and phone number of any subcontractors the Vendor proposes to utilize to complete the Audit.
5. A description of the Vendor's organizational set-up, management style and
6. A management and organization chart that depicts the Vendor Project Manager, Vendor Back-Up Project Manager, Key Staff and Subcontractors (if applicable) roles, and division of duties.

Proposal Tab E) Work Plan

The proposed Work Plan shall be submitted in a format constructed to show the specific steps that will be used to complete Scope of Services listed in Section 5 with focus on the deliverables specified in section 4.1.15. Tab E will be evaluated in the RFP evaluation. Post-Award, the County Audit Advisory Committee will review the Work Plan before work commences as described in section 4.1.4.

The Work Plan shall illustrate the Vendor's understanding of the project, detail the procedures to be used in controlling time and how quality deliverables will be provided. The Work Plan shall include a proposed timeline for completing the Audit. The Vendor shall provide a timeline that estimates the number of days to complete each identified task. The commonly accepted "Gantt" chart or other appropriate time scheduling chart shall be used to display the timeline.

The Work Plan shall detail the roles of subcontractors (if any), explain how continuation of services will be ensured in case of staff turnover, explain the prospective arrangements to communicate and coordinate with the County's Project Manager. The Work Plan shall include the Vendor's preferred reporting mechanisms and how the Vendor intends to conduct presentations and meetings.

The Work Plan must be highly-readable, free of jargon and capable of be easily amended.

Proposal Tab F) Attachments

The following attachments are required to be completed and submitted with the proposal:

Acknowledgement of RFP Form

Attachment 1: Non-Collusion Affidavit

Attachment 2: Drug Free Workplace Affidavit

Attachment 3: Insurance Coverage Affidavit

Attachment 4: Diversity Business Information (only required if applicable)

Cost Proposal

The proposed project cost (Attachment 7) must be submitted in a separate, sealed envelope, marked "Sealed Cost Proposal- RFP# 4767". The cost proposal shall include all costs. Only cost proposals from vendors that progress to Step II of the Evaluation Process will be opened. Responses to the RFP that do not include a separate sealed cost proposal will be rejected.

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SECTION 6 EVALUATION PROCEDURES

6.1 Initial Evaluation Process

The following process will be used to evaluate the responses. The County Evaluation Team will evaluate respondents based on materials submitted in response to this RFP.

- 1) After the RFP deadline, each proposal will be checked for responsiveness in conformance with the submission requirements of this RFP.
- 2) The Evaluation Team will put each responsive proposal through a process of evaluation to determine its responsiveness to the County's needs.
- 3) Proposals that contain false or misleading statements, or which provide references that do not support or verify an attribute or job reference claimed by the Vendor, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, it will be considered a basis for rejection of the Vendor's proposal.
- 4) During the process of evaluation the Evaluation Team may need additional information. This need will be communicated through The Purchasing Agent and each vendor shall be responsible to respond in written form or by appearance before the committee as requested.
- 4) Proposals that are considered responsive to the County's RFP will proceed to the next phase of the selection process.

6.2 Step I – Written Proposal Selection Criteria

The following selection criteria will be used by the Evaluation Team to evaluate the written proposals:

- 1) Approach to the RFP = maximum of 25 points: Detailed approach to accomplishing the scope of services and tasks outlined in the RFP; creativity of proposal; analytical techniques to be employed; methodology utilized, and attention to the various tasks outlined in the RFP.
- 2) Knowledge of audit procedures = maximum of 25 points: Detailed information regarding the Vendor's past experience and previous knowledge of operational auditing techniques, including past

experience in financial auditing, performance audits, legal compliance audits, records reviews and electronic databases.

- 3) Quality of the Vendor Staff = maximum of 25 points: Vendor's experience and capabilities such as, but not limited to, past experience of Vendor Project Manager, Vendor Back-Up Project Manager and Key Staff team members conducting operational audit analysis for local government agencies.
- 4) Organization of the project plan, leadership and team members = maximum of 25 points: Specific information regarding the organization of the project plan and particular job functions assigned to individual project leaders and team members; resources available to the team; and the effective management of the team members including any sub-vendors.
- 5) Experience and familiarity with applicable state and federal laws = maximum of 25 points: Knowledge of state and federal laws particularly state statutes for EMS operations.
- 6) Disclosure of conflict of interest = maximum of 5 points: All conflicts of interest shall be divulged, including, but not limited to, past or on-going business relationships with Anderson County or any of its elected officials or department heads.
- 8) Education and other credentials regarding Vendor and team members = maximum of 5 points: Including honors, awards and other recognitions regarding education or any past project.
10. Passing Score
A minimum of one hundred (100 points) must be achieved during this phase to be considered *responsive*. The maximum possible score on the written proposal evaluation is one hundred thirty-five (135) points. All proposals that score one hundred (100) points or higher will move on to evaluation Step II.

6.3 Step II – Sealed Cost Proposal Consideration

This step consists of opening and evaluating the sealed cost proposals. The RFP will be awarded to the best respondent meeting the requirements outlined in this RFP, subject to final approval by the Anderson County Board of Commissioners. If no proposals are received containing a cost proposal, which in the opinion of The Anderson County Board of Commissioners is a reasonable price, then The County is not required to award an Agreement to any Vendor.

6.4 RFP Award

After the Anderson County Board of Commissioners approves the RFP award, the selected vendor will be required to enter into a written contract with The County. The written contract shall be completed and executed by the Vendor within fifteen (15) days after the RFP award. If the contract is not executed within fifteen (15) days after the RFP award, the vendor may be required to forfeit any rights and compensation under the terms of the Agreement. The vendor will be required to start work within thirty (30) days after the contract start date, or be considered in default of the Agreement.

6.6 Disposition of Proposals

All documents submitted in response to this RFP will become the property of the County and will be treated as open public records under the Tennessee Open Records Act. All local government records, except those specially exempted by law, are subject to inspection and review by the public.

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SECTION 7 PROPOSAL SUBMISSION PROCEDURES

All proposals should be submitted in accordance with the conditions and instructions provided herein:

- 1) Proposals shall provide straightforward and concise descriptions of the vendor's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, misstatements, deviations from the required format, or an abundance of typographical errors will be sufficient cause for rejection of a proposal.
- 1) Due to limited storage space, no large notebook binders should be submitted with the proposal.
- 2) All proposals must be submitted under sealed cover of envelope or box and received by the Anderson County Purchasing Agent by the date and time specified in the Timeline of Events in Section 1.1.
- 3) Six (6) bound copies of the proposal and two (2) digital copies shall be submitted.
- 4) One proposal shall be marked "ORIGINAL COPY." All documents contained in the original proposal package are to have original signatures and shall be signed by a person who is authorized to bind the proposing vendor. All additional proposal sets may contain photocopies of the original documents.
- 5) The cover of the package should include the title "RFP 4767 FINANCIAL AND OPERATIONAL PERFORMANCE AUDIT OF ANDERSON COUNTY EMERGENCY MEDICAL SERVICES", date of submission, name of the vendor, and the vendor's contact person with phone number and address. The contact person shall be an authorized representative of the firm with the ability to answer detailed questions regarding the proposal. The proposal package should be clearly marked with the phrase "DO NOT OPEN WITHOUT APPROVAL FROM PURCHASING AGENT."
- 6) The following page limitations apply to the proposals:
Tab A) Introduction (2- page limit)
Tab B) Vendor's Business Information, (4-page limit)
Tab C) Firm's Qualifications and Experiences, (4-page limit)
Tab D) Team Members and Staff Qualifications (4-page limit*)

Tab E) Work Plan (8-page limit)

*Resumes are not included in this limitation.

- 7) Five (5) copies of the Cost Proposal shall be placed in a separately sealed envelope and marked with the vendor's name and the notation: "SEALED COST PROPOSAL – RFP#4767".
- 8) Proposals must be mailed or delivered in person to the following address:

Katherine Ajmeri
Anderson County
214 Anderson County Courthouse
100 North Main Street
Clinton, TN 37716
- 9) If a proposal is made under a fictitious name or business name, the actual legal name of the vendor must be provided.
- 10) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations to form or other irregularities of any kind. The County reserves the right to request clarifications to proposals.
- 11) The County reserves the right to reject any or all proposals.
- 12) The County reserves the right to waive immaterial deviations in any proposal. The County's waiver of an immaterial defect in the proposal shall in no way modify the RFP document or excuse the Vendor from full compliance with all requirements if awarded the contract.
- 13) Costs for developing proposals are entirely the responsibility of the Vendor and shall not be charged to The County.
- 14) Any individual who is authorized to bind the proposing firm contractually may sign the proposal, attachments, affidavits and all certifications. The signature must indicate the title or position the individual holds in the firm. An unsigned proposal may be rejected.
- 15) Vendors may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. No proposals shall be resubmitted after the proposal submission deadline. Proposal

modifications offered in any other manner, oral, written or otherwise may not be considered.

- 16) A Vendor may withdraw its proposal by submitting a written withdrawal request signed by the primary vendor or agent authorized to bind the firm. A new proposal may be submitted prior to the submission deadline, but not afterward.
- 17) The issuance of this RFP in no way obligates the County to enter into a Contract to perform the services identified in this RFP.
- 18) Vendors are cautioned not to rely on the County to discover defects and errors in the proposal. Anderson County reserves the right to rely on the accuracy of the documents submitted by the Vendor in response to this RFP. Vendors should carefully proof all documents prior to submittal.
- 19) Only one proposal shall be submitted for consideration from each individual vendor, Firm, team, partnership, consortium, or corporation, under the same or different names. Reasonable grounds for believing that any Vendor has submitted more than one proposal for the work contemplated herein may cause the rejection of all proposals submitted by the Vendor. If there is reason to believe collusion exists among Vendors, all of the participants in such collusion may not be considered in this or future procurements.
- 20) All required Attachments and Affidavits shall be included with the Vendor's initial proposal. Failure to provide the mandatory Attachments and Affidavits with the Vendor's initial proposal may be grounds for rejection of the proposal.
- 27) The County does not accept alternate contract language from a prospective vendor. A proposal with such language will be considered a counter proposal and may be rejected.
- 28) All questions must be submitted in writing by the date listed in Section 1.1. All questions should be directed to Katherine Ajmeri, Anderson County at 865-457-6218 or email, purchasing@anderson-county.org. A copy of all submitted questions and the County's answers, as well as any subsequent amendments, will be posted to the County's purchasing website on the date listed in section 1.1.

- 29) All proposals must remain open for acceptance for one (1) calendar year measured from the Deadline for Submission of Proposals Date.
- 30) Proposals are due by the date listed in Section 1.1. Late proposals will NOT be accepted.

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SECTION 8: CONTRACT TERMS, CONDITIONS AND PAYMENT PROVISIONS

The following contractual terms and conditions will govern the rights, duties responsibilities and obligations of the parties as to the performance of the ACEMS Audit, and will be incorporated in the final negotiated Agreement between the chosen Vendor and Anderson County Government. Objections to any provision shall be presented during the RFP Question and Answer period. The County Contract template is included as Attachment 6. Submission of a proposal in response to this RFP will be considered acceptance and agreement with the following terms and conditions and those listed in Attachment 6.

1) Standard of Performance

Vendor agrees to perform the services in a manner consistent with the standard in the industry and to the satisfaction of the County.

2) Budget Contingency Clause

It is mutually agreed that if the Anderson County Government budget for proposed fiscal year 2017/2018 or any subsequent years covered under this proposed Agreement does not appropriate funds for the program; this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay the contract price and the County's liability shall be limited to the Vendor's actual expenses incurred or quantum meruit, whichever is less. If this Agreement is canceled due to lack of budgetary appropriation, Vendor shall not be obligated to perform any further provisions of this Agreement and shall be released of all duties and responsibilities. If funding for any fiscal year is reduced or deleted by the Anderson County Government budget for purposes of this program, the County shall have the option to either cancel this Agreement with no liability occurring to the County, or offer an Agreement amendment to the Vendor to reflect the reduced amount.

3) Evaluation of the Vendor

Performance of the Vendor under this Agreement will be evaluated. The evaluation shall be prepared, with the assistance of the County's Project Manager, and maintained by the Anderson County Purchasing Department for future consideration by Anderson County Government and other governmental purchasing agencies.

4) Use of Agent to Solicit or Secure Agreement

The Vendor warrants by execution of this Agreement that no person or agency has been employed or retained to solicit or secure this Agreement with Anderson County Government. If a breach or violation of this warranty occurs, the County shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such compensation, percentage, brokerage, or contingent fee.

5) Gratuities

The County may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this Agreement if it is found, after notice and hearing by the County or any of its duly authorized representatives, that gratuities were offered or given to any employee of Anderson County Government or any member of the Anderson County Audit Advisory Committee with the intent of influencing, securing a contract, or favorable treatment with respect to the award of this contract.

6) No Employee Relationship or Status

Nothing contained in this Agreement, or otherwise stated, shall create an employment relationship between Anderson County Government and any vendor, sub-vendors or team members involved in this project. The Vendor agrees to be fully responsible to the County for all acts and omissions of its sub-vendors and all persons either directly or indirectly employed by the Vendor's firm or sub-vendor's firm. The Vendor's obligation to pay its subcontractors and sub-vendors is an independent obligation from the County's obligation to make payments to the Vendor. The County shall have no obligation to pay or enforce any payment provision or agreement with any subcontractor or sub-vendor.

7) Ownership of Data, Reports and other Intellectual Property

Data, reports, studies, compilation models, analysis, methodologies, or any other intellectual property or tangible property developed by the Vendor under this contract shall become the property of Anderson County. The Vendor shall not disclose such property to the public without the permission of the County's Project Manager. Once the report, data or document is transmitted to Anderson County Government, the item then becomes a government record open to public inspection under the Tennessee Open Records Act, unless covered by a stated exception to the act.

8) Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documents provided and submitted to Anderson County by proposing firms or companies will become the property of Anderson County when received. The County reserves the right to use and reproduce all reports and data produced and to disseminate the same.

9) Patents and Copyrights

If an article sold and delivered to Anderson County or used in performance of this Agreement by Vendor hereunder shall be protected by any applicable patent, license or copyright, the Vendor agrees to indemnify and save harmless Anderson County, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by Anderson County in violation of, or right under, such patent or copyright.

10) Confidential Data and Documents

In the performance of this contract, the Vendor may encounter confidential documents provided by Anderson County Government. The majority of Anderson County documents are considered open records and are open to inspection by members of the public. However, some documents and data are privileged communications, as outlined by the Tennessee Open Records Act. As a condition of employment, the Vendor and its subcontractors and sub-vendors and their employees must agree to comply and be bound by the provisions of the Tennessee Open Records Act for documents transmitted to and received by Anderson County Government.

11) Confidentiality of Employee Information

During the course of the performance of this contract, the Vendor may access, and become acquainted with, confidential information related to Anderson County employees. Vendor warrants that all confidential information regarding the employee's name, address, phone number, social security number and medical conditions will be kept confidential. Vendor further warrants that all team members, subcontractors and sub-vendors performing under this Agreement will keep confidential all Anderson County employee information and medical conditions.

12) Conflict of Interest

Vendor agrees to notify Anderson County Government regarding the existence of, or appearance of, a conflict of interest, and refrain from entering into any relationship which could result in a conflict of interest, or the appearance of an impropriety, during the performance of this Agreement; and to notify the County's Project Manager promptly of any potential conflict of interest, including its subcontractors. The County may exercise its option to terminate this Agreement if a conflict is discovered.

13) Change in Vendor's Staff or Team Members

All changes, substitution and additions to the Vendor's staff must be noted to the County's Project Manager. Vendor will be required to submit resumes of new staff members to the County and a brief description of the work to be performed on the project, prior to substitution of personnel.

14) Staff Expenses Incurred by Vendor

Anderson County Government will not pay any additional payments for Vendor's staff expenses. All staff, sub-vendor and team members' expenses accrued under this Agreement will be the sole responsibility of the Vendor. Anderson County Government's monetary obligation under this contract shall be limited to the awarded contract price. No further expenses will be payable by Anderson County Government unless approved by the Anderson County Board of Commissioners.

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.

d) All payment invoices, after approval by the County's Project Manager, shall be sent to the Anderson County Director of Accounts and Budget. Payment invoices shall be submitted in quadruplicate on a monthly basis to the following address:

Anderson County Finance Director
Room 210 Anderson County Courthouse
100 North Main Street
Clinton, Tennessee 37716

e) All payment invoices shall include the primary vendor's name, phone number and address, County purchase order number, or RFP number, and clearly describe all work completed and billed in the accompanying invoice.

f) Anderson County's payment terms are net thirty (30) days. Any discount will be calculated based on the invoice receipt date or delivery date, whichever is later.

16) Settlement Disputes

In the event of a dispute, the Vendor shall file a "Notice of Dispute" with the Anderson County Purchasing Agent within ten (10) days of the discovery of the problem. Within the next ten (10) days, the Anderson County Purchasing Agent will investigate and determine the facts and circumstances surrounding the dispute. The Anderson County Purchasing Agent shall attempt to resolve the dispute without need for litigation. The decision of the Anderson County Purchasing Agent, or his or her designee, shall be final. In the event of a dispute, the language contained within this RFP shall prevail over any other language including that of the proposal.

17) Use of County Personnel

Vendor may use county government personnel for minor tasks associated with the performance of this Agreement with prior approval of the employee's department head or immediate supervisor.

18) Use of State Personnel

Vendor will not be permitted to use state personnel or employees for the performance of services, which are the contractual responsibility of the Vendor, unless such use is previously agreed to in writing by the County's Project Manager and appropriate adjustment in price is made. Vendor shall not contract with state employees to perform various functions specified in the RFP.

19) Time is of the Essence

Time is of the essence regarding this Agreement. County expects all work to be completed by the time specified in the work plan and timeline. If completed deliveries are not made at the time agreed, Anderson County reserves the right to cancel or purchase services elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise Anderson County, in writing at the earliest possible date.

20) Extension of Time Deadlines

Deadlines for certain performance tasks, required meetings and deliverables may be extended upon the prior written approval of the Anderson County Project Manager. However, the final date for completion, total contract price, and scope of services, as well as, all other terms and conditions of the agreed contract may be altered only by formal amendment in writing approved by the Anderson County Board of Commissioners.

21) Termination of Contract at County's Option

County may at its option terminate this contract with or without cause, at any time upon giving thirty (30) days' notice in writing to Vendor. In such event, Vendor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, County shall pay Vendor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Vendor prior to said termination which are not included in charges for services rendered prior to termination and which could not, by reasonable efforts of Vendor, be avoided.

22) Termination in the Event of Breach by Vendor

In the event of any breach of this contract the County may without any prejudices to any of its other legal remedies terminate this contract upon five (5) days written notice to the Vendor.

23) Cancellation

In the event the Vendor fails to commence work on the services specified within thirty (30) days of the contract award date, County may at its option terminate and cancel the contract.

24) Bankruptcy

In the event proceedings in bankruptcy are commenced against the Vendor, staff or team members, or they are adjudged bankrupt or a receiver is appointed and qualifies, the County may terminate this Agreement by giving five (5) days' notice in writing to the Vendor. Vendor is under an ongoing duty during the life of the contract to notify Anderson County regarding any bankruptcy matters involving the vendor, staff or team members.

25) Release

Vendor hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Vendor's services under this Agreement.

26) Waiver

No waiver of any breach of this contract shall be held to be a waiver of any other subsequent breach of the contract. All remedies in this contract shall be taken and construed as cumulative. The failure of the County to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Vendor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this Agreement, or any part thereof, or any right of the County to thereafter enforce each and all other such provisions contained in this Agreement.

27) Complete Agreement

This Agreement sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties. Other than is specified herein, no document or communication passing between the parties hereto shall be deemed an amendment or part of this Agreement without consent and approval by both parties hereto.

28) No Oral Modifications

No oral modification, amendment, supplement to or waiver of this Agreement, or any of its provisions, shall be binding upon the parties hereto unless made in writing and duly signed by all the parties.

29) Amendments

No amendment or changes that modify this contract shall be binding upon Anderson County unless in writing and signed by the County's Purchasing Agent.

30) Further Documentation.

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

31) Multiple Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one in the same agreement.

32) Exhibits

Any exhibits, attachments and affidavits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the exhibits, attachments and affidavits.

33) Heading and Captions

The clause headings and captions appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

34) Assignment

This contract shall not be assigned unless approved by the Anderson County Board of Commissioners in advance.

35) Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure," as earthquakes, floods and other natural disasters that prove that performance would be impossible.

36) Severability

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

37) Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

38) Jurisdiction

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

39) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs, or assigns.

40) Notice

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties at the notification address provided herein.

a) **Notice to Anderson County:**

Katherine Ajmeri
Room 214 – Anderson County Courthouse
100 North Main Street
Clinton, TN 37716
Phone (865) 457-6251
Fax (865) 457-6252

b) **Notice to Vendor:**

41) Tax Exemption

Anderson County is not liable for Federal excise tax or state sales tax. Tax exempt, ID #62-6000477.

42) Compliance with Federal, State, City and County Laws

Vendor shall observe and comply with all federal, state, city and county laws, rules or regulations pertaining to the work performed under this Agreement. Any work done that does not comply with any of the foregoing rules or regulations will be remedied at the Vendor's expense.

43) Compliance with Laws

Contractor certifies that in performing this contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

44) No Discrimination

It shall also be an unlawful employment practice for the Vendor (1) to fail or refuse to hire or to discharge any individual or otherwise to discriminate against any individual with respect to their compensation, or the terms, conditions, or privileges of their employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify their employees or applicants for employment in any way which would deprive or tend to deprive any individual of

employment opportunities or otherwise adversely affect their status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin. Vendor shall comply with The Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq. and the Tennessee Human Rights Act, as amended.

45) Licenses

The company shall have and maintain all required licenses to conduct business in the State of Tennessee.

46) Drug-Free Workplace Affidavit

Each Agreement shall contain a Drug-Free Workplace Affidavit, a copy of which is attached. (Attachment 2).

47) Non-Collusion

Each Agreement shall contain a Non-Collusion Affidavit, a copy of which is attached. (Attachment 1).

48) Insurance Requirements

a) Vendor hereby warrants that it carries workers' compensation insurance for all its employees who will be engaged in the performance of this contract and agrees to furnish to the County satisfactory evidence thereof and at any future time that the County may request the same.

b) Vendor hereby warrants that it carries general liability, professional liability and business automobile insurance while engaged in the performance of this Agreement and agrees to furnish the County satisfactory evidence thereof and any time the County may request the same.

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

i) Comprehensive General Liability Limits: \$5,000,000 – combined single limit 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, and Personal Injury Liability.

iii) Workers' Compensation – As required by applicable law.

iv) Automobile liability - \$500,000.

d) The company must complete the required Insurance Verification and Checklist Form and submit with proposal. (Attachment 3).

49) Anderson County will consider the Primary Vendor to be the sole party to the contract and will make all payments to the Primary Vendor. The Primary Vendor must accept full responsibility for all the requirements expressed in the RFP and for the successful completion of all deliverables within the time frame stipulated. The County expressly requires the Primary Vendor be the point of issue for all documents listed as deliverables. The County will not accept key documents directly from sub-vendors or team members without prior approval from the County's Project Manager and the Primary Vendor.

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