

# Anderson County Government

## Request for Proposals

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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RFP No.: 2020

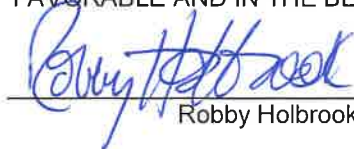
Date Issued: February 12, 2020

Proposals will be received until  
2:30 p.m. Eastern Time on February 27, 2020.

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Sealed solicitations are subject to the General Terms and Conditions and any other data attached or incorporated by reference. Responses will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY 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.



2/12/2020

Robby Holbrook, Interim Director of Finance

BID DESCRIPTION
Request for Proposals for Pharmacy Benefits.

*Request for Proposal #2020*

for

**Anderson County Government**

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Pharmacy Benefits



CBIZ Benefits & Insurance Services, Inc.  
9648 Kingston Pike, Suite 8  
Knoxville, TN 37922

## I. Introduction

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### **Client Information**

<b>Client Name</b>	Anderson County Government
<b>Client Information</b>	100 North Main Street Clinton, TN 37716 865-264-6300 62-6000417

### **Proposal Contacts**

Email all communications concerning this Request for Proposal to CBIZ, and copy the County's Deputy Purchasing Agent. Under no circumstances may a vendor directly contact the County regarding this RFP.

### **RFP Questions**

Submit any questions related to this marketing to Meghan Dougherty at [meghan.dougherty@cbiz.com](mailto:meghan.dougherty@cbiz.com) and [purchasing@andersontn.org](mailto:purchasing@andersontn.org) no later than February 18, 2020.

### **Proposal Delivery**

February 27, 2020 – Proposals will be received until 2:30 pm EST. An original hard copy, signed by an authorized representative and marked original, plus three hard copies and an electronic copy must be submitted in a sealed envelope with the required bid number visibly listed (see attachment 1) to:

- Katherine Ajmeri, Deputy Purchasing Agent  
Anderson County Government  
100 North Main Street, Room 214  
Clinton, TN 37716-3687
- An electronic copy must also be emailed to Meghan Dougherty at [meghan.dougherty@cbiz.com](mailto:meghan.dougherty@cbiz.com)

Proposals, modifications, or corrections received after the deadline will not be considered. The County is not responsible for delays in delivery by mail, courier, etc. Nothing in this RFP or addenda shall create a contract or obligate the County to enter into any contract.

### **RFP Timing**

It is the goal of the County to make recommendations relative to this RFP to the Board of Trustees by March 5, 2020. Finalist presentations will tentatively be held in early March.

### **Contract Situs**

The contracts are to follow statute in the State of Tennessee.

**Contract Dates**

The County anticipates issuing a one-year contract with four one-year renewal options.

**Rights to Records**

All claim records and eligibility data used by the carrier in its role as claim administrator shall remain the property of the County as Plan Sponsor and Plan Administrator.

**Cancellation Provisions**

After the first plan year, the County reserves the right to terminate its contract on any monthly administrative fee due date, provided such notification is given at least 30 days in advance. Upon termination of this contract, the selected vendor agrees to process runout claims for at least twelve months with no additional fee paid by the County. Any costs for future runout claim administration must be included in the initial fees paid by the County.

**Hold Harmless**

The vendor shall be responsible for and agree to indemnify and hold harmless the County from damages to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits and actions by any party against the County in connection with the work performed by the vendor.

**Confidentiality Agreement**

Information relative to this RFP will remain confidential and will not be released to external parties during this process without the written consent of the County and CBIZ.

**Vendors Errors/Omissions**

Neither the County nor CBIZ will be responsible for errors or omissions made in your proposal. You will be permitted to submit only one set of proposals. You may not revise or withdraw submitted proposals after the deadline date. After that, revisions to your original submission will not be allowed except as requested by CBIZ or the County.

**Named Claims Fiduciary**

You shall be the "Named Claims Fiduciary" regarding review of claims and regarding first level appeals of Adverse Benefit Determinations. In discharging your responsibilities, you shall act in accordance with the documents and instruments governing the plan, and any applicable federal or state law. You shall be the "appropriate named fiduciary" for the purpose of providing a participant who has an Adverse Benefit Determination with a full and fair review of the decision denying the claim. Your decision on appeal of the Adverse Benefit Determination shall be the final review for the plan. In exercising your fiduciary responsibility, you shall have sole and complete discretionary authority to determine eligibility for benefits, to construe the terms of the County plan, to make factual determinations, and to determine the validity of charges submitted for reimbursement under the plan. You shall be deemed to have properly exercised such authority unless you have abused your discretion hereunder by acting arbitrarily and capriciously.

Notwithstanding the foregoing, the County shall be the administrator of the plan, and shall have sole and complete discretionary authority to determine questions, relating to the eligibility of employees and dependents for participation in the plan, including determination of who is a participant. Nothing in the Contract shall limit the ability of the County to amend or terminate the plan.

#### **Additional Forms**

Vendors must submit the additional forms listed below with the proposal.

1. Attachment 1 Vendor Information Sheet
2. Attachment 2 Non-Collusion Affidavit
3. Attachment 3 Diversity Business Information Sheet (if applicable)
4. Attachment 4 Insurance Requirement Acknowledgment - Certificate of Liability Form

**Performance Guarantees**

Anderson County

Vendor Response (Enter value in first cell and use drop downs below) (no response needed if blacked out)	Please provide detail (no response needed if blacked out)	Expectation	Frequency of reporting	Reconciliation period	Vendor Response (drop down)	Please provide detail (no response needed if blacked out)
What is the total value of the fees at risk for Anderson County					\$	
Vendor agrees to track and reconcile all performance guarantees on Anderson County data and not the vendor's book of business as a whole						
Vendor agrees to report on all guarantees having fees at risk based on the reporting frequency outlined below for each guarantee						
Anderson County may reallocate fees at risk annually						
Performance guarantees will be settled on an annual basis and shortfall penalties will be paid to Anderson County within the first quarter after the contract year						
Vendor will not use a surplus gain in one performance metric to offset shortfalls in another						
<b>PBM Service</b>						
<b>Implementation</b>						
Vendor will successfully implement the RX benefit plan and member portal systems prior to the go-live date as mutually agreed upon by both parties		Program is operation on go-live date and vendor has met all surrogate deadlines	One time (during implementation process)	One time		
Vendor will successfully load all eligibility data within 15 days and set up related file feeds needed for subsequent eligibility data transmission		Pass / Fail	One time (during implementation process)	One time		
Vendor will test and confirm successful benefit set up with Anderson County		Pass / Fail	One time (during implementation process)	One time		
Vendor will successfully obtain and load all claims history and prior authorization data from prior vendor		Pass / Fail	One time (during implementation process)	One time		
Vendor agrees 95% of new plan participants will be mailed an onboarding kit (ID cards and welcome materials), no later than 10 days prior to the go-live date, upon receipt of a clean and accurate eligibility file.		95% within 10 days (business)	One time (during implementation process)	One time		
Client satisfaction with implementation process. All timelines are met, cards are mailed to correct addresses on time, communication materials are distributed as agreed upon and the benefit is set up to adjudicate claims as specified in the documentation signed off on during implementation.		Pass / Fail	Within 60 days after the effective date	One time		
<b>Eligibility data (on-going)</b>						
Percent of eligibility files loaded without error within 2 business days. Assumes file error-free file from eligibility vendor		100%	Monthly	Annually		
<b>Retail Network</b>						
Percent of time the claims processing system is available to retail pharmacies to adjudicate claims excluding any predetermined and communicated maintenance outages.		>99.5%	Quarterly	Annually		
Percent of retail network pharmacies utilized by Anderson County which are audited annually		2%	Quarterly	Annually		
Percent of mail and specialty pharmacies utilized by Anderson County which are audited annually		100%	Quarterly	Annually		
Percent of members with access to a retail pharmacy in their ZIP code, 1 mile (or urban, 15 miles) for rural (nationally)		>97%	Quarterly	Annually		
Percent of pharmacies in the largest networked offered (nationally)		>98%	Quarterly	Annually		



**Performance Guarantees**  
Anderson County

Expectation	Frequency of reporting	Reconciliation period	Vendor Response (drop down)	Please provide detail (no response needed if blacked out)
<b>PBM Service</b> <b>Customer service</b> Average time that inbound calls to customer service will be answered. Excludes calls routed to IVR. Percent of calls in which it takes less than 60 seconds for the member to reach a pharmacist after requesting that transfer from a customer service representative or electing that option from prompts Percent of calls answered at the specialty pharmacy (by a live representative) within 30 seconds Percent of calls that are not answered by the PBM (abandonment rate) Percent of members who do not call back within 1 week of their initial call for the same inquiry (first call resolution) Vendor agrees 99% of new plan participants will be mailed an on boarding kit (ID Cards and welcome materials) upon receipt of a clean and accurate eligibility file. Percent of members who are responded to within 10 days of the PBM's receipt of a written request	Quarterly Quarterly Quarterly Quarterly Quarterly Annually Quarterly	Annually Annually Annually Annually Annually One time Annually		
<b>Member survey</b> Percent of utilizing members who self report some level of satisfaction with their customer service experience based on an annual review.	Annually	Annually		
<b>PBM Service</b> <b>Account service</b> Calls returned by the account team within 1 business day Percent of calls and emails resolved within 2 business days Average client satisfaction score from Anderson County. Subjectively graded by benefits administrative staff using the following criteria: 1 - Fails to meet service expectations, 2 - Dissatisfied, 3 - Satisfied, 4 - Very satisfied, 5 - Consistently exceeds expectation	Quarterly Quarterly Quarterly	Annually Annually Annually		
<b>Claims</b> Percent of claims which adjudicate appropriately with respect to the client's plan design, pricing and coverage rules Percent of paper claims processed within 10 business days Overages in member paid amounts will be reimbursed to the member within 1 month of the fill date	Quarterly Quarterly Quarterly	Annually Annually Annually		
<b>Mail</b> Percent of mail and specialty prescriptions dispensed with no error in drug, form, dose, strength, directions, patient pursuant to the written prescription AND delivered to the correct patient address Average turn around time (from receipt of RX to shipped date) for mail and specialty claims upon receipt of a clean prescription order Average turn around time (from receipt of RX to shipped date) for mail and specialty claims upon receipt of an order requiring additional outreach to the member or physician. After consulting with the prescriber, if it is deemed necessary to not fill the prescription, the member will be notified within the 5 business days as well Vendor agrees at least 97% of mail order prescription with an equivalent generic will be dispensed as the generic product where substitution is permissible.	Quarterly Quarterly Quarterly Quarterly	Annually Annually Annually Annually		



**Performance Guarantees**

Anderson County

PBM Service Regulatory	Expectation	Frequency of reporting	Reconciliation period	Vendor Response (drop down)	Please provide detail (no response needed if blacked out)
Vendor will prepare and report (mutually agreed upon) plan performance metrics on an annual and quarterly basis. Reports will be provided in advance (electronically or hardcopy) within 60 days of the close of the study period	100%	Quarterly	Annually		





***Credits / Allowances***

Anderson County

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Please detail any credits/allowances being offered as part of this proposal

	Year 1	Year 2	Year 3
Implementation Credit			
Audit Credit - Pre-implementation			
Audit Credit - Post-implementation or ongoing			
Admin Credit - For clinical programs, mailings, etc.			
Other - Please Describe			



**PBM Capabilities - Contracting**

Anderson County

Company Information	Vendor Response		
Company Name			
Number of Employees			
Publically traded or privately held			
Annual revenue			
Assets			
Liabilities			
<b>Pharmacy Metrics</b>			
Book of business (Commercial) annual RX trend for the last 3 years			
<i>Specialty</i>	Year 1:	Year 2:	Year 3:
<i>non-Specialty</i>	Year 1:	Year 2:	Year 3:
<i>Total</i>	Year 1:	Year 2:	Year 3:
Book of business <u>aggregate discount, network performance</u> (weighted average AWP discount of amounts paid to network pharmacies across all claims. These aggregates will be assumed bucketed in accordance with financial bid specification responses)	<---- <u>Requested</u> for TRADITIONAL bids. <u>Strongly encouraged</u> for PASS-THROUGH bids.		
<i>Retail</i>	Brand:	Generic:	
<i>Mail</i>	Brand:	Generic:	
<i>Specialty</i>	Brand:	Generic:	
Number of lives under management			
Number of prescriptions processed annually			
Number of prescriptions filled through your own facilities/mail (if applicable)			
Number of self-insured companies served			
Number of self-insured lives managed			
Number of Medicaid plans served			
Number of Medicaid lives managed			
Number of Medicare plans served			
Number of Medicare lives managed			
<b>Staffing Metrics</b>			
Number of pharmacists on staff - Mail			
Number of pharmacists on staff - Specialty			
Number of pharmacists on staff - PBM operations/Formulary			
Number of technicians on staff - Mail			
Number of technicians on staff - Specialty			
Number of technicians on staff - PBM/Formulary			
<b>Staffing Metrics cont. (Turnover Percentage)</b>			
Mail/Specialty pharmacist			
PBM operations/formulary pharmacist			
Mail/Specialty technician			
PBM operations/formulary technician			
Clinical account executive			
Account managers			
Sales representatives			
Executives and directors			



Service	Vendor (drop down)	Comments - Details
Appeals - Level 1		
Appeals - Level 2		
Urgent appeals		
Independent Review Organization (IRO appeals)		
Disease management		
Claim adjudication		
Eligibility processing and maintenance		
Formulary maintenance		
ID card production		
Member communications		
HRA admin		
HSA admin		
Mail order pharmacy and fulfillment		
Specialty pharmacy and fulfillment		
Call center - member		
Call center - provider		
Paper claim processing		
Implementation services		
Prior authorization services		
Pharma contracting - Rebates		
Retail pharmacy network management		
Clinical programs- utilization management		
Client Reporting Tools	Vendor (drop down)	Comments - Details
Eligibility updates		
Coverage updates and overrides		
Claim history		
Utilization reports - standard or custom		
Member Portal Tools	Vendor (drop down)	Comments - Details
Refill reminders		
Medication pricing and alternatives		
OTC therapy and interaction reporting		
Member-level drug information online (side effects, intent of therapy, treatment goals, clinical pearls)		
Drug:Drug interaction reporting online		
Brand to generic conversion recommendations and savings estimates		
Network pharmacy transition recommendations and savings estimates		
Member cost share calculations specific to plan design and deductible/OOP accumulators		
Other members savings opportunities available online		
Access to standard formulary online		
Access to member/client specific formulary online		
Mobile/Tablet applications - Please describe the capabilities offered		
Network pharmacy locator		
Toll free customer service number		
Access to formulary recommendations		
Exclusions and non-preferred drug lists		



Prescriber Tools	Vendor (drop down)	Comments - Details
ePrescribing		
Mobile/Tablet applications - Please describe the capabilities offered		
PBM Platform \ Services	Vendor (drop down)	Comments - Details (if green)
Have you recently (within the last 2 years), or are their plans to acquire or merge with another PBM?		
How many claims adjudication platforms are currently operating?		
If there are plans to consolidate platforms, how many platforms do you anticipate running?		
Are there any system upgrades, operational updates or clinical management updates planned or anticipated in the next 12 to 18 months?		
Do the retail, specialty and mail channels operate on the same platform?		
Can you accept an open refill file and what is the fee?		
Can you accept a historic claims file for SmartPA and step therapy programs and what is the fee?		
Are you able to provide a claims feed to the client or a designated disease management vendor and what are the fees?		
Are you able to provide a claims feed to the medical carrier and what are the fees?		
Are you able to receive and utilize medical claims information for safety monitoring and disease management and what are the associated fees?		
What percent of claims do you review for payment accuracy?		
What percent of claims from RETAIL pharmacies do you review for entry/processing accuracy?		
What percent of claims from Mail pharmacies do you review for entry/processing accuracy?		
Processing and payment	Vendor (drop down)	Comments - Details (if green)
Coinsurance at mail		
Coinsurance at retail		
Combined plan designs (copay & coinsurance, with or without mins/maxs) at mail		
Combined plan designs (copay & coinsurance, with or without mins/maxs) at retail		
OTC adjudication		
Custom copay waivers - based on drug type or # of fills		
Reduced copay for targeted disease states (value plan design)		
Reduced copay for on-time refills by member.		
Promote adherence		
Day supply limitations for specific drug groups (e.g. Specialty RX)		
Copay variation by pharmacy - Retail/Mail, Network/non-network		
Split copay for short day supply based on clinical review (e.g. short supply of oral oncology to limit wastage)		
Ability to include or exclude penalties to out of pocket maximums and deductible		
Out of pocket maximum - integration with medical carrier, calculation and application to claim		
Deductible - integration with medical carrier, calculation and application to claim		
Can you process paper claims within 10 days? Please provide detail on how often you process these claims and the frequency that reimbursement is mailed to members		



Network	Vendor (drop down)	Comments - Details (if green)
Can you offer a 90-day retail network? If yes, please describe the number of pharmacies available to members with this option and detail the pricing arrangement (mail pricing?) to the plan sponsor and member.		
Can you accept manufacturer coupons at mail?		
Can you accept manufacturer sponsored copay assistance programs at mail?		
Can you exclude member subsidies (coupons and copay assistance) from out of pocket and deductible calculations?		
Member communications included	Vendor (drop down)	Comments - Details (include specific fees if applicable)
<b>Please indicate which are included as standard communications to new members-</b>		
<i>Welcome letter</i>		
<i>Formulary</i>		
<i>FAQs</i>		
<i>ID Card</i>		
<i>Mail order forms for registration</i>		
<i>Health and wellness material sponsored by vendor</i>		
<i>"Generics-first" promotion</i>		
Are member communications available in languages other than English if needed?		



Call center	Vendor Response (drop down if available)	Comments - Details
How many call centers are available to the client?		
What city/state are the call centers located in?		
What percent of calls are handled outside the U.S.?		
What are the hours of operation for these call centers?		
What are the hours of operation in which a pharmacist is available to a member?		
Are general questions, mail inquiries and specialty inquiries handled by the same call center? If not, please provide details.		
Can members call in and receive assistance prior to the go-live date of the plan? If yes, please provide details on what information will be available and how early they may call in.		
Last year's Average Speed of Answer (ASA) rate-		
Last year's Call Abandonment rate-		
Last year's First Call Resolution rate-		
Are these metrics reported in aggregate or by each call center separately?		
How many hours are new representatives required to obtain prior to working independently? (classroom and preceptorship)		
<b>Which of the following would require an outbound call to the member prior to fulfillment? Please provide details on the threshold if applicable.</b>		
<i>Dollar threshold</i>		
<i>Number of RX threshold</i>		
<i>Controlled substances (\$ or number of RX)</i>		
<i>Temperature parameters</i>		
<i>Specialty Medications</i>		
<i>How many times will you attempt to reach the member?</i>		
<i>What happens if no response?</i>		
<b>Please indicate which of the following are available to the customer service representative-</b>		
<i>Eligibility</i>		
<i>Retail network information</i>		
<i>Order status - mail order</i>		
<i>HRA/HSA/FSA account information</i>		
<i>Deductible accumulation</i>		
<i>Max out of pocket accumulation</i>		
<i>Lifetime maximum accumulation</i>		
<i>Copays or coinsurance for a specific claim/drug</i>		
<i>Claim history</i>		
<i>ID card questions</i>		
How do you document call outcomes?		
Are representative required to document outcomes prior to closing the case?		
Will you generate call center reporting for the client based on standard metrics?		
<b>Please indicate whether you perform these types of member satisfaction surveys and provide details around the frequency of these surveys in the far right column</b>		
<i>Telephone</i>		
<i>Internet</i>		
<i>Mail-in</i>		
<b>Which metrics do you survey on?</b>		
<i>CSR encounters</i>		
<i>Mail order turnaround time</i>		
<i>Mail order customer service</i>		
<i>Specialty customer service</i>		
<i>Specialty clinical support</i>		
<i>Network pharmacy access</i>		
<i>Acceptable resolution</i>		
<i>Benefit inquires and plan design</i>		



**Financial Bid - Traditional**

Anderson County

Bidding vendor should complete all cells shaded in green. Bid specifications may be drop down menus while financial inputs are fill-in-the-blank. Discounts should be based off AWP.

Pricing compendia used MediSpan  
 Proposed Formulary (name of farmakary)  
 Formulary Type

Retail-30		Open Network
Pricing Arrangement		Traditional
Network		Broad
Pharmacies Excluded from proposed network		
Pre/Post Rollback		Post Roll-back
Zero Balance Logic (ZBL) allowed and included		No
U&C included in BRAND discount		No
U&C included in GENERIC discount		No
Single Source Generics included in brand or generic		
<b>Non-Specialty Discounts</b>		
Brand Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Generic Overall Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
MAC- Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
non-MAC Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Single Source Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
<b>Specialty Discounts</b>		
Brand Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Generic Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
<b>Dispensing Fees (per RX)</b>		
Brand	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -
Generic	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -
Specialty	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -



**Financial Bid - Traditional**

Anderson County

<b>Retail-90</b>		
<i>Provide differential pricing and network information, if available, for specific retail pharmacies offering deeper discounts for mail-like fills at retail</i>		
<b>Network</b>		
Pharmacies in proposed retail-90 network (provide name and # of pharmacies)		
<b>Pre/Post Rollback</b>		Post Roll-back
Zero Balance Logic (ZBL) allowed and included		No
U&C included in BRAND discount		No
U&C included in GENERIC discount		No
Single Source Generics included in brand or generic		
<b>Non-Specialty Discounts</b>		
Brand Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Generic Overall Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
MAC- Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
non-MAC Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Single Source Generic Discount	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
<b>Specialty Discounts</b>		
Brand Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
Generic Guarantee	Year 1	0.00%
	Year 2	0.00%
	Year 3	0.00%
<b>Dispensing Fees (per RX)</b>		
Brand	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -
Generic	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -
Specialty	Year 1	\$ -
	Year 2	\$ -
	Year 3	\$ -





**Financial Bid - Traditional**

Anderson County

<b>Mail Order</b>			
	Package size provision		
	MAC at mail		
	Day Supply Minimum		
	Single Source Generics included in brand or generic		
<b>Non-Specialty Discounts</b>			
Brand Guarantee	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
Generic Overall Guarantee	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
MAC Generic Discount	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
non-MAC Generic Discount	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
Single Source Generic Discount	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
<b>Dispensing Fees (per RX)</b>			
Brand Guarantee	Year 1	\$	-
	Year 2	\$	-
	Year 3	\$	-
Generic Guarantee	Year 1	\$	-
	Year 2	\$	-
	Year 3	\$	-

<b>Specialty</b>			
	Assumes Exclusive Specialty ("retail lock")		
<b>Specialty Discounts</b>			
Brand Guarantee	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
Generic Guarantee	Year 1		0.00%
	Year 2		0.00%
	Year 3		0.00%
<b>Specialty dispensing Fees (per RX)</b>			
Brand and Generic	Year 1	\$	-
	Year 2	\$	-
	Year 3	\$	-



**Financial Bid - Traditional**

Anderson County

Admin Fees		
Retail	Year 1	\$
	Year 2	\$
	Year 3	\$
Paper	Year 1	\$
	Year 2	\$
	Year 3	\$
Mail/ Specialty	Year 1	\$
	Year 2	\$
	Year 3	\$
PBM Fees	Year 1	\$
	Year 2	\$
	Year 3	\$

Rebates		
Bid Requirement		
Basis for rebates		
<u>Client Rebate Percentage</u>		
Retail & Mail	Year 1	0%
	Year 2	0%
	Year 3	0%
Specialty @ Retail	Year 1	0%
	Year 2	0%
	Year 3	0%
Specialty @ Specialty	Year 1	0%
	Year 2	0%
	Year 3	0%
<u>Incentive plan design</u>		
Retail non specialty	Year 1	\$
	Year 2	\$
	Year 3	\$
Retail Specialty	Year 1	\$
	Year 2	\$
	Year 3	\$
Retail-90	Year 1	\$
	Year 2	\$
	Year 3	\$
Mail	Year 1	\$
	Year 2	\$
	Year 3	\$
Specialty	Year 1	\$
	Year 2	\$
	Year 3	\$



**Financial Bid - Traditional**

Anderson County

<b>Rebates</b>		
<i>non-incentive plan design</i>		
Retail non-specialty	Year 1	\$
	Year 2	\$
	Year 3	\$
Retail Specialty	Year 1	\$
	Year 2	\$
	Year 3	\$
Retail-50	Year 1	\$
	Year 2	\$
	Year 3	\$
Mail	Year 1	\$
	Year 2	\$
	Year 3	\$
Specialty	Year 1	\$
	Year 2	\$
	Year 3	\$



**Financial Bid - Specialty Pharmacy**

Anderson County

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In addition to the guaranteed aggregate specialty discount on the previous page, please provide your proposed discounts by drug. Please provide both open, and lock-in pricing if applicable.

Brand Name	Open Network Discount	Exclusive - Lock-in Discount
	0.00%	0.00%
	0.00%	0.00%
	0.00%	0.00%
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**Bid Specifications**  
Anderson County

All financial bids on the [financial] tab shall be inclusive of all fees associated with the PBM work in this contract. Terms on the [financial] tab will be assessed in conjunction with each vendor's response to the financial bid specifications below. Deviations may result in adjustments to the financial scoring or disqualification.

Bid Requirement (financial)		Vendor Response (drop down)	Explanation for deviation
Brand discount guarantee (applies to Traditional bid)	Vendor offers an annual <i>brand</i> discount guarantee which will NOT include claims priced based on usual and customary charges or at a maximum allowable cost (MAC) rate.		
Generic discount guarantee (applies to Traditional bid)	Vendor offers an annual <i>generic</i> discount guarantee which will NOT include claims priced based on usual and customary charges, but will include all MAC and non-MAC generics.		
Rebate guarantee (applies to Traditional or Pass through bid)	Vendor may elect the basis of rebate guarantee on the [financial] tab. Vendor agrees this election will include all claims on that basis regardless of exclusivity, short supply issues or claims paid 100% by the member.		
Retail pass through (applies to Pass through bid)	Vendor offers to pass through 100% of the value of the contracted reimbursement discount/rate including discounts, MAC rates and dispensing fees on a per/RX basis. Pass through pricing is available on all drugs covered by the plan dispensed through the retail channel. The PBM shall not retain any monies as "spread" and will not subsidize any guarantee with that from another.		
Retail pass through (applies to Pass through bid)	Vendor attests the <u>amounts received by the dispensing pharmacy</u> as reimbursement will equal the <u>amount paid by the plan sponsor on each claim</u> .		
Retail contract transparency (applies to Pass through bid)	Vendor will share, at Anderson County's request, any network pharmacy's contracted discount, MAC reimbursement rates and/or dispensing fee at any time during the contract term.		
Retail contract transparency (applies to Pass through bid)	Vendor will share, at Anderson County's request, any contracts with a specific, or chain of network pharmacies		
Brand discount minimum guarantee (applies to Pass through bid)	Vendor offers an annual <i>brand minimum</i> discount guarantee which will NOT include claims priced based on usual and customary charges or at a maximum allowable cost (MAC) rate.		
Generic discount minimum guarantee (applies to Pass through bid)	Vendor offers an annual <i>generic minimum</i> discount guarantee which will NOT include claims priced based on usual and customary charges, but will include all MAC and non-MAC generics.		
Brand guarantee	Brand guarantees will <u>include</u> : single source brands, multi source brands, and over-the-counter drugs.		
Generic guarantee	Generic guarantees will <u>include</u> : single and multi source generic products regardless of their inclusion on the MAC list, multi-source brands not filled using a DAW code equal to 1 or 2, generics in patent litigation, generics in short supply, generic specialty drugs, and over-the-counter products. These same guarantees will <u>exclude</u> : claims priced at a pharmacy's usual and customary rate, 340b claims, LTC claims, home infusion claims, VA claims, compounds, paper claims, in-house pharmacy claims, and claims where the vendor paid as the secondary/COB payer.		
Absence of signed contract	Vendor agrees that all pricing terms outlined in the proposal or subsequent best and final offers will apply upon the initiation of the benefit under the awarded vendor even in the absence of a signed contract at that time		
Consistent application of pricing terms	Besides rebates, vendor agrees that pricing terms will apply to all members regardless of plan design		
Consistent application of AWP and methodologies	Vendor agrees to use one database/compendia for the purposes of obtaining AWP data and identifying brand, generic and multisource products. Vendor will use the same methodologies and database to reconcile guarantees to actual plan performance		
Market check	Vendor will offer revised financial terms at 18 months into the executed contract based on current market conditions at that time. If Anderson County determine these terms are not competitive, Anderson County reserves the right to terminate the contract without penalty		
Enrollment Increase	Vendor agrees to offer improved financial terms if Anderson County's enrollment increases by 20% or more. Improvements will shall apply on the date enrollment increased to 120% or more.		
Minimum terms	All pricing terms will be accepted as the "minimum" term and cannot be decreased at any point throughout the duration of the contract		
AWP	AWP is defined as the Average Wholesale Price (AWP) published by MediSpan, active on the processing date of the claim, using the full 11-digit NDC of the particular drug /product dispensed.		
Repackagers	Vendor will not use an AWP higher than that of the original manufacturer's AWP as the basis of adjudication of any repackaged product		
Price benchmarks	Should the vendor choose another basis (e.g. transition from AWP to WAC or AAC) of determining ingredient cost, Anderson County will be given a minimum of 90 days notice and details surrounding the change. The vendor will also be responsible for providing an analysis illustrating the revised methodology will be in the favor of, or cost neutral to Anderson County		
Maximum Allowable Cost (MAC)	Vendor shall utilize a MAC reimbursement program for frequently utilized multisource products. These rates shall be the same used at mail and retail channels and the rates will be disclosed to Anderson County upon request. These rates will be competitive with generic programs offered to cash paying guests at some retailers (e.g. Target, Wal-Mart \$4 list) The MAC rates used to charge Anderson County must have changes which correlate in magnitude to those rates which are used to reimburse pharmacies specifically instances when a generic product loses exclusivity.		
Separation of pricing and clinical programs	Vendor agrees that pricing agreements submitted (discounts/dispensing fees/rebates) are not tied to participation in any clinical programs such as Prior Authorization, Step Therapy, generics first or mandatory mail. Drug pricing will not be contingent on participation in any program.		
AWP Implications	Vendor agrees that claims will adjudicate and discounts will be reconciled against post-rollback AWP conditions.		
Aggregate guarantees	Vendor agrees that aggregate annual discount guarantees will be computed and reconciled on an all-in basis. Generic discounts will include all MAC and non-MAC products as well as multisource and single source generic products. These guarantees however, will exclude usual and customary as well as zero-balance claims (member pays 100%).		
Financial shortfalls	Any shortfalls in financial guarantees will be paid to the client at an amount equal to, and no less than the financial impact to the client.		



**Bid Specifications**  
Anderson County

All financial bids on the [financial] tab shall be inclusive of all fees associated with the PBM work in this contract. Terms on the [financial] tab will be assessed in conjunction with each vendor's response to the financial bid specifications below. Deviations may result in adjustments to the financial scoring or disqualification.

Bid Requirement (financial)	Vendor Response (drop down)	Explanation for deviation
Guarantees are mutually exclusive	Vendor agrees that financial guarantees are measured and reconciled in a mutually exclusive manner and shortfalls in one area may not be offset by surpluses in another. Additionally, rebates may not be included in the discount reconciliation.	
Payment of shortfalls	Vendor agrees to reconcile and provide payment of any shortfalls to the client within 90 days of the annual period.	
Retail Pharmacy Adjudication	Vendor will adjudicate claims at retail using the lower of; (1) contracted discount, (2) the maximum allowable cost, or (3) the usual and customary price submitted by the pharmacy. Dispensing fees will not be applied to claims paid at a usual and customary price. Pricing data will be applied for the particular date of service of each claim.	
Mail Pharmacy Adjudication	Vendor will adjudicate claims at mail using the lower of; (1) contracted discount, or (2) the maximum allowable cost, plus a dispensing fee (if applicable). Pricing data will be applied for the particular date of service of each claim.	
Lower of logic	Vendor agrees that all claims will adjudicate using a lower of logic based on discount, maximum allowable cost or the usual and customary price submitted by the pharmacy. The member shall never pay more than the usual and customary price submitted even if the plan design suggests a higher cost share.	
Zero balance claims	Anderson County will have no financial responsibility on any claim paid 100% by the member including those at mail order.	
MAC pricing	Vendor will use the same MAC pricing for retail pharmacies that it uses at mail	
Mail MAC lower	Should MAC rates differ at mail and retail, the MAC rate for any given drug shall be lower at mail than retail	
Postage increases	Postage increases shall not be passed on to the client. This applies to mail fulfillment and member communications alike	
Compounded drugs	Compounded drugs will be priced using the same logic as other fills at mail and retail. There will be no additional costs or augmented dispensing fees associated with compounded products.	
Mail member cost share	The member cost share at mail must be the cost share defined by the plan design and there will not be a price floor for mail fills applied to the member cost share	
Specialty pricing at retail	Vendor will price specialty drugs at retail based on the contracted and respective guaranteed brand and generic rates at retail.	
Mail / Specialty pricing	Mail and specialty pricing will be in effect for all claims filled at their respective mail and specialty facilities regardless of day supply	
Mail / Specialty collection	Member cost share not collected by the mail or specialty pharmacy will not be charged to Anderson County	
Specialty list - New adds	Vendor agrees that only new products will be included on the specialty list. Drugs previously considered non-specialty will not be added to the list.	
Generic to brand substitution	Vendor agrees that multisource brand products will only be dispensed pursuant to an appropriate DAW code. In the case a multisource brand drug is dispensed absent the request of the patient (DAW=2) or physician (DAW=1), the plan sponsor and member shall pay the contracted generic rate and cost share, and the claim will be included in the generic discount reconciliation. This includes claims billed using DAW 3, 4, and 5 where the pharmacist and/or pharmacy have indicated the generic to brand conversion.	
Administrative fees	Administrative fees are applied to paid claims only and will not include reversals or denied claims.	
Rebate payment	Minimum rebate guarantees will be paid to the client within 90 days at the end of each contract quarter.	
Rebate reconciliation	Rebates will be reconciled and paid to the client within 120 days following the end of each contract year.	
Rebate calculation	Rebates contracted on a claim calculation shall include all claims adjudicated for the plan and will not exclude those paid at 100% member cost share. Rebate calculations will also not exclude any claims based on day supply.	
Rebates defined	The term rebates will include all monies received by PBM from a manufacturer. This will include, but is not limited to; market share incentives, access fees, credits, educational disbursements, marketing grants and charge backs from a mail facility.	
Rebates - Formulary determination	Vendor agrees that guaranteed rebate amounts may not be reduced due to unexpected patent litigations, product withdrawals, recalls, product launches, or for any updates made to the formulary by the vendor during the life of the contract.	
Pricing source - Updates and changes	Vendor agrees that should a change in pricing benchmarks or the source of the pricing data due to marketplace changes or internal decisions, the vendor will; (1) provide the client advance notice (60 days) of the change, (2) reconcile any impacts through a 3rd party audit group, (3) pass through any lower gross costs to the client through deeper discount guarantees. The client will not be responsible for any fixed costs incurred by the PBM to update their systems.	
Specialty definition	Vendor agrees to the following definition of a specialty drug: A specialty drug may have two or more of the following characteristics: -Biotech or biological drug -Produced through DNA technology or biological processes -Complex therapy for complex disease -High Cost -Requires special handling/shipping/storage -Require frequent monitoring or specialized patient training -Limited distribution	





**Bid Specifications**  
Anderson County

Bid Requirement (operational)		Vendor Response (drop down)	Explanation for deviation
Carrier connectivity	Vendor must be capable of administering the pharmacy benefit in conjunction with Cigna. Bi-directional data feeds for ACA compliance (e.g. deductible/max-out-of-pocket accumulators) must be operational and available to Anderson County at no charge as this is a core requirement to administer PBM services under the ACA.		
Primary PBM Functions	Vendor will be responsible for adjudicating prescription drugs claims on behalf, and in accordance with the client's plan design(s). The vendor will be responsible for all drug utilization review, as well as fraud/waste/abuse review at no costs in addition to the base administration fee. Vendor will adjudicate all electronic and paper claims in a timely fashion and have in place internal audits to prevent the mis-billing of any claim.		
POS functions	Vendor agrees their system will allow for Anderson County input of claim overrides, restriction of members to specific drugs/pharmacies/prescribers, and allow for restriction of individual prescribers to specific drug classes if requested		
Data acceptance	Vendor agrees to receive and load any necessary open refill or prior authorization files in addition to an eligibility file during implementation		
Eligibility	While Anderson County will determine procedures for enrollment and coverage cancellation, vendor accepts responsibility to validate and load all eligibility files upon receipt of a clean data file. Vendor will accept and accurately process the prescription benefit for all eligible members of the plan		
ID Cards	Vendor will adjudicate claims based on eligibility files. ID cards will be provided to all enrolled members during implementation and new members throughout the contract period. These cards will be mailed within 3 days of receipt of a clean eligibility file		
ID Cards continued	Vendor shall allow Anderson County the option to have RX information printed on the members medical ID card		
Mail order pharmacy	If mail service is used, Vendor will be responsible for operating, or contracting with, a mail facility that meets the federal and state regulations to run a pharmacy. Any violations, penalties, or fines will not be passed on to the client. Any costs incurred to expedite an order resulting from an error in the pharmacy operations will not be passed on to the client.		
PPACA compliance	Vendor agrees to conform with all statutes and emerging guidance as a result of PPACA.		
Audit rights	Vendor agrees to allow the client to complete one audit per contract year. The vendor will provide reasonable access MAC rates, formulary rebates and other financial metrics necessary to audit financial performance of the plan. The client will not be responsible for any costs incurred by the PBM to compile the data needed to complete the audit.		
Pharmacy audits	Vendor agrees to continually audit at least 2% of network pharmacies. Vendor will be required to return 100% of recoveries to the client.		
Pharmacy network	Vendor will be required to have a toll-free number available to pharmacies 24/7, 365 days a year for claim processing inquiries. Vendor will also be responsible for communicating a network pharmacy termination to the client, and impacted members, at least 90 days prior to that termination date.		
Data sharing	Vendor will allow up to three data feeds to external vendors (e.g. medical carrier, disease management vendor). Vendor should accept any reasonable request for customization of the data feed and frequency of communication based on typical business practices in the industry		
House generics	In the event a brand drug is substituted and dispensed as a "house generic", in all cases, the member cost share and contractual guarantees of the comparable generic product will be applied		
In house pharmacy	Vendor agrees to coordinate and partner with any onsite pharmacy (if applicable now, or in the future). This pharmacy shall be considered an in-network pharmacy for the purposes of claims adjudication.		
Bid Requirement (clinical)		Vendor Response (drop down)	
Formulary	Vendor agrees that all formulary decisions and clinical protocols will be based on evidence based literature. The formulary and its resultant clinical programs will be designed to offer the member (and their plan sponsor) the most clinically appropriate and cost effective therapy. Up-tiering may only occur a maximum of twice per year. Drugs will never be excluded from the formulary unless required by the FDA or at the request of the plan sponsor. Exclusions occurring at the will of the PBM may be rejected by the plan sponsor and will not have implications on the financial deal in this proposal and subsequently executed in the contract.		
Fiduciary and clinical responsibility	Vendor assumes all fiduciary and clinical responsibility associated with ERISA appeals completed in house.		
Plan design	Vendor agrees they are willing and able to execute the plan design(s) as stated in the plan design section		
Brand to brand conversions	Vendor agrees that brand to brand conversions will only be requested and/or executed pursuant to clinical programs elected by the plan sponsor.		
Clinical program fees	Vendor agrees that any savings achieved from clinical programs will not shared with the vendor in addition to, or in lieu of fees collected for those programs		



**Bid Specifications**  
Anderson County

Drug utilization review	Vendor agrees that drug utilization review will be standard, and integrated across all channels (retail, mail, specialty, ect) and will include, at a minimum, the following safety edits; drug:drug interactions, drug:disease interactions, validation of dosage, age/gender edits, and monitoring for over/under utilization within a specific class of drugs.		
Specialty - Fulfillment/shipping	Should a medication be deemed unusable due to fulfillment/shipping delays or damage. The medication will be replaced by the vendor at no charge to the member or Anderson County		
Specialty - Refills	Vendor will not auto-refill a specialty medication at anytime. Vendor will only refill a specialty medication pursuant to communication with the member where they are able to determine the subsequent fill is required, the member is responding to therapy and the subsequent fill will not harm the member.		
Specialty - New products	Vendor agrees to communicate new additions to vendor's specialty list within 30 days of FDA approval of that product. Anderson County reserves the right to refuse addition to the specialty list during that notification period. Anderson County reserves the right to review vendors proposed pricing (if available). Should Anderson County believe, with reasonable evidence, the pricing is not market competitive, both parties agree to renegotiate terms in good faith.		



**Bid Specifications**

Anderson County

Bid Requirement (Other)		Vendor Response (drop down)	Explanation for deviation
Client data - privacy	Vendor agrees not to share Anderson County's data, in detail or in aggregate with out the written approval of Anderson County		
Client data - rights	Vendor agrees to allow Anderson County access to their pharmacy claims data. While it is understood industry and trade privileged information may not be shared, it will be expected that Anderson County may have access to most clinical and financial fields including but not limited to; NDC, date of service, quantity, day supply, ingredient cost, dispensing fee, undiscounted AWP		
Vendor coordination	Anderson County reserves the right to carve out (unbundle) portions of their benefit which could include specific drug classes. Vendor agrees to cooperate with all data sharing, analytics and coordination of benefits on behalf of Anderson County		
Specialty carve-out	Should the plan sponsor choose to contract with a specific vendor for specialty pharmacy management, adjudication and fulfillment the Vendor will provide the necessary data feeds for this transition. The vendor also agrees there will be no adjustments to non-specialty admin fees, discounts, dispensing fees and rebates in response.		
Network contracts	Vendor will allow Anderson County to contract directly with retail pharmacy(s) and will agree to administer their client-specific pricing on a pass-through basis with no revenue to the PBM derived from spread.		
Class action law suits	Vendor agrees to alert the client of any drug related class action law suits which may implicate the client and/or their membership. The vendor will, at no charge, provide the client the necessary data to participate in the class.		
Termination clause	Vendor agrees the client may terminate their agreement with or without cause after notice, no less than 90 days in advance		
Vendor commitment during termination	Vendor agrees to pay all owed guarantees, rebates and penalties in the event of termination. Vendor will also provide all necessary documentation and data feeds necessary for transition. Costs incurred for this transition shall not be invoiced to client or used to offset any monies owed to the client. These data feeds include; open refill files, at least 6 months of claims data, and prior authorization records		
Additional pharmacy related vendors	Vendor agrees to allow plan sponsor to engage and/or contract with additional vendors to augment their pharmacy benefit plan. These vendors provider additional services such as Medication Therapy Management (MTM) or member communication to drive consumerism through education around drug and/or pharmacy selection		



**Additional Requests**

Anderson County

Please provide the following documentation and/or drug lists. If these items are not available or inaccessible, please provide an explanation

<b>Program</b>	<b>Explanation</b>
<i>Prior Authorization - Drug lists and a sample protocol</i>	
<i>Step Therapy - List of classes with target and alternate drug lists</i>	
<i>Specialty list</i>	
<i>Preventive drug list</i>	
<i>Geoaccess reporting (urban = 1mi, suburban = 5mi, rural = 15mi)</i>	
<i>Formulary disruption</i>	



**Attachment 1**  
**BID NUMBER: 2020 – Pharmacy Benefits**

**SECTION 1 - BID INFORMATION**

Acknowledgment of Addenda:  
(Write "Yes" if received)

Addenda 1 \_\_\_\_\_ Addenda 2 \_\_\_\_\_  
Addenda 3 \_\_\_\_\_ Addenda 4 \_\_\_\_\_

**SECTION 2 - VENDOR INFORMATION**

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Vendor Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Contact Person *(Please Print)*

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Taxpayer Identification Number, Social Security or  
Employer Identification Number:

\_\_\_\_\_  
State of Tennessee Business License Number:  
License # \_\_\_\_\_

**I agree to abide by all Terms and Conditions of this Invitation to Bid and certify that I am authorized to sign this bid for the vendor. Failure to include any information mentioned in the bid or to comply with these bid instructions may result in rejection of your entire bid. Signing this form affirms that the original Invitation for Bid document has not been altered in any way.**

**Authorizing Signature:**

\_\_\_\_\_  
(Please sign original in blue ink)

Attachment 2

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
- This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
- Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## DIVERSITY BUSINESS INFORMATION

### Definitions for Determining Minority, Women And Small-Owned Firms

The guidelines for determining minority, women and small-owned firms are defined as follows:

**"MINORITY"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- o Black (a person having origins in any of the black racial groups of Africa);
- o Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- o Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); or
- o American Indian and Alaskan Native (a person having origins in any of the original peoples of North America).

**"MINORITY BUSINESS ENTERPRISE"** shall mean a minority business:

A continuing, independent, for profit business which performs a commercially useful function, and is at least 51 percent owned and controlled by one or more minority individuals; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more minorities. Whose management and daily business operations are controlled by one or more of minority individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**"WOMEN BUSINESS ENTERPRISE"** shall mean women business:

A continuing, independent, for profit business which performs a commercially useful function, and which is at least 51 percent owned and controlled by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned and controlled by one or more women. Whose management and daily business operations are controlled by one or more of such individuals. "Control" as used in the above clause, means exercising the power to make policy decision. "Operate," as used in the above clause, means being actively involved in the day-to-day management of the business.

**DIVERSITY BUSINESS INFORMATION  
ANDERSON COUNTY GOVERNMENT**

**NOTE:** This form is to be submitted only by those who qualify. Bidders do not have to be a minority business to be considered.

**IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED**

**SECTION 6 – DIVERSITY INFORMATION**

**VENDOR/CONTRACTOR NAME:** \_\_\_\_\_

**Type of Company:** (Check One)

( ) Corporation    ( ) Partnership    ( ) Limited Liability    ( ) Sole Proprietor

Is your company 51% Owned or Operated by a Minority Group? Yes \_\_\_ No \_\_\_

If yes, check the ethnic category and indicate % of ownership:

- American Indian/Alaskan Native \_\_\_\_%
- African American \_\_\_\_%
- Hispanic \_\_\_\_%
- Asian/Pacific Islander \_\_\_\_%
- Other \_\_\_\_% \_\_\_\_\_ (please indicate)

Please name the entity of certification: \_\_\_\_\_

Please provide copy of certification letter or certificate

**I, HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

**Signature:** \_\_\_\_\_ **OFFICER OF THE COMPANY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT:**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_,

PERSONALLY APPEARED \_\_\_\_\_, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/ THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON (S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: \_\_\_\_\_

PRINTED FULL NAME OF NOTARY: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



**Attachment 4  
Insurance Requirement Acknowledgment**

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. | <input checked="" type="checkbox"/> | <b>Workers Compensation<br/>Employers Liability</b>  | Statutory limits<br>100,000/100,000/500,000       |
| 2. | <input checked="" type="checkbox"/> | <b>Commercial General Liability</b>  | \$500,000 per occurrence<br>\$1,000,000 aggregate |
|    | <input checked="" type="checkbox"/> | Occurrence Form Only   |   |
|    | <input checked="" type="checkbox"/> | Include Premises Liability   |   |
|    | <input checked="" type="checkbox"/> | Include Contractual  |   |
|    | <input checked="" type="checkbox"/> | Include XCU  |   |
|    | <input checked="" type="checkbox"/> | Include Products and Completed Operations  |   |
|    | <input checked="" type="checkbox"/> | Include Personal Injury  |   |
|    | <input checked="" type="checkbox"/> | Include Independent Contractors  |   |
|    | <input checked="" type="checkbox"/> | Include Vendors Liability  |   |
|    | <input checked="" type="checkbox"/> | Include Professional or E&O Liability  |   |
| 3. | <input type="checkbox"/>            | <b>Business Auto</b>   |   |
|    | <input type="checkbox"/>            | Include Garage Liability   |   |
|    | <input type="checkbox"/>            | Include Garage Keepers Liability   |   |
|    | <input type="checkbox"/>            | Copy of Valid Driver's License   |   |
|    | <input type="checkbox"/>            | Copy of Current Motor Vehicle Record   |   |
|    | <input type="checkbox"/>            | Copy of Current Auto Liability Declarations Page   |   |
| 4. | <input type="checkbox"/>            | <b>Crime Coverages</b>   |   |
|    | <input type="checkbox"/>            | Employee Dishonesty  |   |
|    | <input type="checkbox"/>            | Employee Dishonesty Bond   |   |
| 5. | <input type="checkbox"/>            | <b>Property Coverages</b>  |   |
|    | <input type="checkbox"/>            | Builders Risk  |   |
|    | <input type="checkbox"/>            | Inland Marine  |   |
|    | <input type="checkbox"/>            | Transportation   |   |
| 6. | <input type="checkbox"/>            | Performance Bond Required – A <u>One Hundred Percent (100%)</u> performance or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution. This <b><u>MUST</u></b> 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

## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT  
100 NORTH MAIN STREET, SUITES 214 AND 218  
CLINTON, TN 37716

Email: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone  
(865) 457-6252 Fax

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**Bid documents must be completed in ink or typed, signed in ink,  
and free from alterations, erasures or mark-throughs.**

### SECTION 1 - GENERAL TERMS AND CONDITIONS

**1.1 ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

**1.2 NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**1.3 QUESTIONS:** Pursuant to TCA §12-4-113, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to [purchasing@andersontn.org](mailto:purchasing@andersontn.org) no less than ninety-six (96) hours before bid opening date.

**1.4 BID CLOCK:** The bid/time clock in the Anderson County Purchasing office will be the time of record.

**1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

**1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.8 NON-DISCRIMINATION:** Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**1.9 SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

**1.10 MULTIPLE BIDS/AWARDS:** Anderson County may consider multiple bid awards.

**1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b):** Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

**1.12 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

**1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.14 BIDDER'S MINIMUM QUALIFICATIONS:** Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

**1.15 DEBARMENT:** By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

**1.16 PROTEST:** Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

**VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

**1.17 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

**1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

**1.19 VENDOR'S DEFAULT:** Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**1.20 DUPLICATE COPIES:** Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

**1.21 DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

**1.22 COMPETITION INTENDED:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

**1.23 SCHOOL CAFETERIA BIDS:** If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.

**1.24 TERMINATION:** Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**1.25 OSHA SAFETY:** The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

**1.26 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

**1.27 BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

**1.28 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com). Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.29 INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Anderson County and, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

**1.30 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

**1.31 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

**1.32 APPROPRIATION:** Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

**1.33 ASSIGNMENT:** Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

**1.34 QUANTITIES:** Anderson County does not guarantee quantities to be purchased off this bid.

**1.35 UNIT PRICE:** In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**1.36 MODIFICATION OR WITHDRAWAL OF BIDS:** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

**1.37 PRE-BID CONFERENCES:** Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative MUST be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

**1.38 ADDENDUM:** § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

**1.39 OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

**1.40 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**1.41 IRAN DIVESTMENT ACT OF 2014:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.