

Anderson County Government

Request for Proposals

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

RFP No.: 2342

Date Issued: March 28, 2023

**Proposals will be received until
2:30 p.m. Eastern Time on April 27, 2023**

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.

 
Robert J. Holbrook, Director of Finance

| BID DESCRIPTION |
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| Request for On-Site Health Clinic for Anderson County. |
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Proposals must be submitted in a sealed envelope with the RFP # clearly labeled.

Questions are to be emailed to purchasing@andersoncountyttn.gov and kajmeri@andersoncountyttn.gov

RFP #2342 – On-Site Health Clinic

Background

ANDERSON COUNTY, Tennessee (herein after “The County”), is seeking proposals for the operation of an on-site health clinic for members enrolled in the County’s self-funded health insurance program. The current approximate enrollment for employees and retirees - is 359, with an estimated 515 dependents.

In an effort to provide quality care to members in the County’s health benefits program and control healthcare expenses, the County established an on-site health clinic to provide general health and wellness services, and full pharmaceutical services. The County does not require members to utilize the on-site health clinic.

The clinic opened on March 5, 2016. Clinic staff perform primary, chronic, and acute care services; collect samples for lab testing; and dispense generic medications (up to a 90-day supply). The Vendor also provides wellness services. Retail site location options were added in 2017 for members to utilize when the on-site health clinic is closed or the schedule is full. In 2020, the County added 24/7 telehealth, medical and behavioral health services, and occupational/massage therapy. Telehealth and occupational/massage therapy is offered not only to plan members, but also to part-time employees.

The current provider is Premise Health (previously Care-Here). In 2022, the clinic provided approximately 2,600 diagnosis visits, 1,260 labs, 4,000 medication refills and 300 Health Risk Assessment (HRAs). Appointments utilized 80% of capacity. The occupational/massage therapist treated 265 clients. Telehealth options include medical and behavioral health 24/7, with 142 individual visits in 2022. A retail option that is currently provided at local Kroger Little Clinics, at no-cost to plan members, and had 10 individual visits in 2022.

The County partners with a Third Party Administrator (TPA) and Prescription Benefits Management (PBM) for health plan and claims administration for the benefit of the County’s self-insurance fund.

Additional utilization data, current labs, and pharmaceuticals can be found on Exhibit 1, and Attachments B and C. Exhibit 2 is a copy of the summary of benefits for our two healthcare plan options. The County’s standard contract is provided as Attachment 5. The County anticipates awarding a three-year contract with two one-year renewal options. The contract will be composed of Attachment 5, this bid, and the awarded vendor’s reply to this bid. Vendors shall include any additional required contract language/service agreements in their proposals.

Scope of Work

1.0 Clinic Operations Requirements

The clinic will operate out of the County Courthouse, which has two fully furnished exam rooms, one laboratory/phlebotomy room, one small waiting room, a pharmacy room with cold storage and two offices. Anderson County owns all equipment, supplies, and medications located inside the clinic. Potential bidders may request a walk-through of the facility.

The clinic will be open 32 hours per week with the following or similar schedule:

Monday 7:30 am - 4:30 pm

Wednesday 7:30 am - 4:30 pm

Thursday 7:30 am - 4:30 pm

Friday 7:30 am - 12:00 pm

Occupational/Massage Therapy services shall be offered 4 hours a week. The current hours are Tuesday 8:00 am - 12:00 pm.

The following clinical services shall be provided:

- Routine medical care – consistent with primary care office and urgent care centers
- Routine laboratory analysis associated with listed services, as well as outside provider order for applicable health coverage members
- Dispensary for determined routine non-narcotic, generic medications based upon historical data of enrollees to include medications to treat acute and chronic care (antibiotics, etc.)
- Chronic condition management program with tracking to include but not limited to diabetes, hypertension, asthma, inflammatory joint conditions/disease, cardiovascular disease, etc.
- Physical examinations
- Preventive screenings
- Acute illness treatment to include occupational injuries
- Immunizations - annually for Influenza; periodically, as necessary, for Hepatitis B, Rabies, Tetanus, Pneumonia, and Shingles.
- Routine allergy injections
- Diagnostics
- Laboratory testing – blood draws and urinalysis
- DOT Examinations
- FHWA/FTA drug and alcohol screening services to include MRO series in compliance with federal laws
- Pre-employment occupational evaluation/physical with fitness for duty exam
- Coordination of treatment with other providers
- 24/7 Virtual Primary Care
- 24/7 Virtual Behavioral Health
- Retail Market Solution for after-hours care
- Annual Health Risk Assessment (HRA)/Biometrics Screening of a 32/33 panel blood draw, Q&A, and Follow up
- Annual Tobacco Cessation Program

The County may add the clinic's practitioners to the panel of primary physicians available for selection by those employees who sustain an on-the-job injury as outlined in the Tennessee Workers' Compensation Law, with center providers understanding the regulations, reporting and laws regarding Workers' Compensation in Tennessee.

Appointment scheduling shall be available online, by telephone, by cellular device App, and with text and/or email confirmation. The vendor shall have a secure on-line patient portal for individuals to access their medical records.

2.0 Staff Requirements

The clinic will be staffed with a medical doctor that has oversight of a family nurse practitioner, licensed practical nurse and massage therapist. Additional support shall be provided for coverage to ensure continuity of operations when needed.

The current NP and LPN work 32 hours per week. The oversight physician hours vary. The occupational/massage therapist currently works four hours a week.

The vendor shall have a designated Contract Manager. The Contract Manager will be the primary contact for communication regarding the Clinic's operations and performance.

3.0 Reporting Requirements

The vendor shall use an electronic medical record (EMR) reporting system that is compliant with all federal and state regulations, meets all services listed, and has the ability to accept digital records from outside medical providers. Standard data sets shall be used for analysis (i.e. CPT, diagnostic codes, etc.). Claim reports shall be sent to the County's TPA and PBM.

The vendor shall have the ability to bill, track and report on types of encounter, (e.g., routine care, telehealth, workers' compensation, acute care, medication dispensing, etc. The EMR system shall have the ability to report the telehealth and massage therapy services used by - non-plan, part-time employees.

On a monthly basis, the vendor will provide a delineated invoice for all services provided and expenses incurred. Documentation related to any mark-up or pass-through expenditures shall be included. Any mark-ups or increased percentages charged for billed expenditures must receive prior approval from the County Contract Manager. The vendor shall have the ability to invoice some services separately when identified as needed by the County.

The vendor shall also be responsible for providing the following monthly reports:

- Return on Investment calculations for the Clinic, broken down by services
- Total patient visits broken down by employee and dependent
- Total no-show visits
- Patient visits per condition and/or type
- Health Risk Assessment (HRA) outcomes with projected savings
- Pharmacy usage and cost
- Changes in cost of care

The vendor shall have the capacity to conduct patient satisfaction surveys and other reports.

4.0 Compliance Requirements

The vendor must be licensed in the State of Tennessee to provide medical and pharmaceutical services; possess liability and malpractice insurance at levels adequate to cover all exposures; and have experience in providing employee, retiree, and dependent health and wellness services with at least two current health centers in place and operating.

The County will contract directly with organizations capable of performing the requirements of this Request for Proposal. Proposers must be represented directly, not by third parties.

The vendor and Clinic Staff must maintain compliance with HIPAA, PAACA, and all other state and federal laws. The vendor must have internal controls and audit processes in place to ensure these compliances.

The vendor will be required to maintain professional liability insurance coverage for the clinic and its staff. Commercial general liability insurance must also be maintained. The contract with the selected vendor will provide that the vendor shall defend, indemnify, and hold harmless, Anderson County, its officer, agents, and employees for claims arising from or related to the actions of the clinic staff. Proposer acknowledgement of insurance coverage must be included in proposal. The selected vendor will be required to provide proof of coverage before finalization of a contract for service.

Proposal Requirements

Proposals must be submitted in the format listed in this section. Proposals shall be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. The evaluation points assigned to each section are indicated in parentheses.

Vendors must provide an original hard copy, an electronic copy on a CD or Flash Drive in either WORD or PDF and six (6) additional hard copies of the proposal.

Tab 1 – Proposed Solution (30 points)

Proposals must confirm ability to provide all services listed in Section 1 of the Scope of work.

1.1 Clinic Operations

Proposals shall:

- Describe appointment scheduling technology
- Explain the referral process and how the need for external services is determined
- Describe any value-added services the vendor offers that are not specified in the Scope of Work
Anderson County may opt to incorporate part or all of these services into the contract with the selected proposer
- Suggest any ways current operations (ex. Clinic hours, staffing) may be improved to provide cost savings, efficiencies and/or increased Patient Satisfaction
- Explain how supplies are stocked and how expired product waste is mitigated
- Describe the Vendor's plan for promoting the use of the clinic to Anderson County employees, specifically participation in health risk assessments
- Explain how the clinic will manage patients with chronic diseases

1.2 Pharmacy Operations

Proposals shall:

- Explain how pharmaceutical classes and types of medications will be determined
- Explain how pharmaceutical order, supply and frequency are determined - I just added this
- Include disbursement audit procedures to members prescription interaction and therapy duplication through EMR module
- Describe the process of disposing expired medications and explain how waste is mitigated
- Describe any ability to e-prescribe
- Explain oversight/consultation services available from a Board Certified Pharmacist to both Clinic Staff and Plan Members
- Explain how the following will be measured for potential improvements:
 - Drug Program Savings
 - Patient Satisfaction

Tab 2 – Proposed Staffing (20 Points)

Proposals must confirm ability to provide all services listed in Section 2 of the Scope of work.

Proposals must:

- Explain the Vendor's hiring process, qualification requirements per staffed position, background check processes and list current retention rates per staffed position
- Provide a summary of how staffing requirements are filled in the case of planned or unplanned absences

- Explain how the Vendor and the Clinic Staff are kept abreast of trends, changes in best practices, treatment options, laws/requirements, etc.
- Describe the availability of the Contract Manager, specifically addressing response time and preferred communication methods
- Describe how patient complaints are addressed

Anderson County has a successful working relationship with the current Clinic staff, which may in turn increase visits. The proposal shall explain if the vendor provides an opportunity to hire-on existing staff. The County does not guarantee willingness of current Clinic staff to change employers.

Tab 3. Reporting/Technology (20 Points)

Proposals must confirm ability to provide all services listed in Section 3 of the Scope of work.

Proposals must:

- Provide a description of the vendor's medical record software to include security criteria
- Describe the billing services procedures that will be in place to make sure the County is billed correctly
- Provide a sample monthly invoice that meets the requirements listed in Section 4
- Describe the reporting platform that will be utilized to join the on-site health clinic data with the TPA/PBM data for members
- Provide a detailed plan for regularly measuring and reporting to the County the return on investment for services identified in this RFP
- Explain the predictive modeling tools available
- Provide a list of automated reports with examples
- Provide a list of ad-hoc reports with examples
- Explain ability of vendor to send the County's member level data to a data analytics company

Tab 4. Compliance (20 Points)

Proposals must confirm ability to provide all services listed in Section 4 of the Scope of work.

Proposals must:

- Explain how internal controls are used to prevent, detect and correct errors
- Explain how possible medical errors are investigated
- Explain how confidentiality of personal identifying and personal health information is protected
- Disclose any prior or current data breaches proposer has experienced and the remedies taken to correct them
- Disclose any conflicts of interest that currently or may exist pertaining to all referrals: labs, x-rays, pharmaceuticals, professional liability insurance, etc. and describe your company's unbiased ability to refer
- Include copies of a valid certificate(s) of insurance indicating liability and malpractice insurance with the amount of coverage listed.

Tab 5. Vendor History/Experience (20 points)

Proposals must provide the following:

- Number of years vendor has been in operation
- A listing of on-site clinics the vendor currently operates to include services provided and length of agreements.
- Certifications/licensures applicable to the proposed work
- Proof of Financial Stability to include two years of audited financial history.

- A listing and description of any pending or past litigation or arbitration concerning the vendor's performance operating on-site clinics. Such litigation or arbitration will not automatically disqualify the proposer.
- If applicable and able to disclose, a description of any pending agreements to merge or sell the company.
- If applicable, a description of any contracts the vendor has defaulted on within the last five years.

Proposals must include at least two references for which similar work have been conducted within the past four years. Proposals that do not provide references that endorse and demonstrate the vendor's qualifications will not be considered for further evaluation. The determination of whether a reference supports the vendor's qualifications is in the sole discretion of the County.

Tab 6. Transition Plan (15 Points)

Proposals must explain how the vendor will develop a plan to ensure a smooth transition from the existing clinic operations to the proposed clinic operations.

Tab 7. Pricing (30 points)

Vendor shall provide all the information requested in Attachments B – D.

Tab 8. Additional Required Forms (pass/fail)

- Attachment 1, Non-Collusion Affidavit
- Attachment 2, Diversity Business Information Sheet (If applicable)
- Attachment 3, Conflict of Interest Form
- Attachment 4, Certificate of Liability Form

Vendor Presentations

Vendors submitting proposals must have staff available to present the proposal virtually or in person. It shall be in the County's sole discretion as to whether or not presentations will take place.

Exhibit 1: Clinic Statistical Data/Utilization Report - UPDATE

Anderson County

On-Site Clinic

The following reports are reflective of the utilization of the Anderson On-Site Clinic by the employees, spouses, and dependents of Anderson County.

2022 Clinic Provider Visits (Approximate)

| Visit | Number |
|----------------------|---------------|
| Diagnosis Visits | 2600 |
| HRA's | 300 |
| Telehealth | 142 |
| Retail Option | 10 |
| Occupational Therapy | 265 |
| No Shows | 71 |

Employees make up for approximately 85% of Plan Members with Dependents creating the remaining 15%. Employees/Retirees and Dependents each make up for approximately 50% of clinic utilizations.

External Referrals by Condition

| Condition/Specialist | 2022 | 2021 |
|-------------------------------------|-------------|-------------|
| Allergist / ENT | 2 | 4 |
| Cardiology | | 6 |
| Endocrinology | | 4 |
| Gastroenterology | 2 | 2 |
| Neurology | 2 | 4 |
| Orthopedics | 2 | 8 |
| Physical Medicine Rehabilitation | | 2 |
| Imaging | 45 | |
| Pain Management | 2 | |
| Urology | 2 | |
| Vascular Surgery | 2 | |

Chronic Conditions –Trending

Our goal: *Early detection of potential disease, decrease chronic conditions and health risk while improving health outcomes.*

| Condition | 2022 | 2021 | 2020 | 2019 |
|------------------|-------------|-------------|-------------|-------------|
| Diabetes | 84 | 72 | 69 | 72 |
| Cholesterol | 75 | 70 | 61 | 62 |
| Asthma | 40 | 41 | 40 | 36 |
| Hypertension | 173 | 161 | 162 | 152 |

Diagnosis List:

The leading diagnosis presented at the clinic include acute as well as chronic conditions.

| Diagnosis | 2022 | 2021 | 2020 | 2019 |
|------------------------------------|-------------|-------------|-------------|-------------|
| Allergic Rhinitis, Season Triggers | 338 | 224 | 246 | 340 |
| Essential Hypertension | 240 | 213 | 200 | 192 |
| Hypothyroidism | 66 | | | |
| Hyperlipidemia | 126 | 130 | 102 | 111 |
| Anxiety/Depression | 160 | 176 | 143 | 141 |
| Type 2 Diabetes | 84 | 72 | 69 | 72 |
| Gastrointestinal Issues | 141 | 134 | 142 | 123 |

Capacity/Productivity Report

Capacity M-F: 75%

No Shows

Patients who do not cancel their appointment and do not arrive within 5 minutes of a scheduled appointment are considered "no show". Current "No Show" Policy allows for one non-penalized no show per year. Thereafter, members receive a \$10 "No Show Fee".

YTD lost hours: 17.75

Exhibit 2: 2021 Summary of Benefits

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
 Gold Plan: Anderson County Government (OPT#1)

Coverage Period: 07/01/2022 - 06/30/2023
 Coverage for: Individual or Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-565-9140 (TTY: 1-800-848-0299) or visit us at www.bcbst.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.ccio.cms.gov or call 1-800-565-9140 to request a copy.

| Important Questions | Answers | Why This Matters |
|---|--|---|
| What is the overall deductible? | In-network: \$500 person/\$1,000 family Out-of-network: \$1,000 person/\$2,000 family | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. |
| Are there services covered before you meet your deductible? | Yes. Preventive services, Office visits, and Emergency room visits are covered before you meet your deductible (unless specified). | This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other deductibles for specific services? | Medical – No Prescription Drug - Yes | You don't have to meet deductibles for specific services for the Medical Plan. However, the Prescription Drug plan has separate annual deductible: \$75 person/\$150 family |
| What is the out-of-pocket limit for this plan? | Medical In-network: \$2,500 person/\$5,000 family Medical Out-of-network: \$7,500 person/\$15,000 family Prescription Drug In-network: \$1,000 person/\$3,000 family | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premium, balance-billing charges, penalties, and health care this plan doesn't cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. This plan uses Network S. See http://www.bcbst.com/Network-S or call 1-800-565-9140 for a list of in-network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist? | No. | You can see the specialist you choose without a referral. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|--|---|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$25 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| | Specialist visit | \$40 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| | Preventive care/screening/immunization | No Charge | 50% coinsurance | A1c testing will be covered at 100%. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. Travel immunization not covered in office or clinic setting. |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge | 50% coinsurance | Diagnostic testing benefits are determined by place of service, such as office or ER. |
| | Imaging (CT/PET scans, MRIs) | 20% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com | Preferred Generic drugs / Non-Preferred Generic drugs | \$10 copay | Not Covered | More information about prescription drug coverage is available at www.express-scripts.com |
| | Preferred brand drugs | Maintenance drugs: \$30 copay All others: 20% coinsurance up to \$125 copay | Not Covered | |
| | Non-preferred brand drugs | Maintenance drugs: \$40 copay All others: 20% coinsurance + \$30, up to \$175 copay | Not Covered | |
| | Preferred Specialty drugs / Non-Preferred Specialty drugs | 20% coinsurance + \$30, up to \$175 copay | Not Covered | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 20% coinsurance | 50% coinsurance | Provider administered specialty pharmacy given in office setting covered at 100%, not subject to deductible for in-network. Prior Authorization required for certain outpatient procedures. Your cost share may increase to 60% if not obtained. |
| | Physician/surgeon fees | 20% coinsurance | 50% coinsurance | Prior Authorization required for certain outpatient procedures. Your cost share may increase to 60% if not obtained. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|--|---|--|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need immediate medical attention | <u>Emergency room care</u> | \$250 copay/visit deductible does not apply.. | \$250 copay/visit deductible does not apply.. | None |
| | <u>Emergency medical transportation</u> | 20% coinsurance | 20% coinsurance | None |
| | <u>Urgent care</u> | \$50 copay deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 20% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| | Physician/surgeon fees | 20% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services | \$25 copay/visit deductible does not apply for office visits and 20% coinsurance other outpatient services | 50% coinsurance | Prior Authorization required for electro-convulsive therapy (ECT). Your cost share may increase to 60% if not obtained. |
| | Inpatient services | 20% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| | Office visits | \$25 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| If you are pregnant | Childbirth/delivery professional services | 20% coinsurance | 50% coinsurance | This service may be covered under the Specialty Care Program. Cost Share may vary; use a Blue Distinction Center for best benefit. |
| | Childbirth/delivery facility services | 20% coinsurance | 50% coinsurance | This service may be covered under the Specialty Care Program. Cost Share may vary; use a Blue Distinction Center for best benefit. |
| If you need help recovering or have other special health needs | <u>Home health care</u> | 20% coinsurance | 50% coinsurance | Unlimited. |
| | <u>Rehabilitation services</u> | 20% coinsurance | 50% coinsurance | Therapy limited to 25 visits per type per year. Cardiac/Pulmonary rehab limited to 36 visits per type per year. |
| | <u>Habilitation services</u> | 20% coinsurance | 50% coinsurance | Therapy limited to 25 visits per type per year. Cardiac/Pulmonary rehab limited to 36 visits per type per year. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|----------------------------------|--|---|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | | | | visits per type per year. |
| | <u>Skilled nursing care</u> | 20% coinsurance | 50% coinsurance | Skilled nursing and rehabilitation facility limited to 60 days combined per year. |
| | <u>Durable medical equipment</u> | 20% coinsurance | 50% coinsurance | Prior Authorization may be required for certain <u>durable medical equipment</u> . Your cost share may increase to 60% if not obtained. |
| | <u>Hospice services</u> | No Charge | 50% coinsurance | Prior Authorization required for inpatient hospice. Your cost share may increase to 60% if not obtained. |
| If your child needs dental or eye care | Children's eye exam | Not Covered | Not Covered | None |
| | Children's glasses | Not Covered | Not Covered | None |
| | Children's dental check-up | Not Covered | Not Covered | None |

Excluded Services & Other Covered Services:

| Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.) |
|--|
| <ul style="list-style-type: none"> • Acupuncture • Cosmetic surgery • Dental care (Adult) • Dental care (Children) • Hearing aids for adults |
| <ul style="list-style-type: none"> • Infertility treatment • Long-term care • Non-emergency care when traveling outside the U.S. • Prescription Drugs • Prescription Drugs |
| <ul style="list-style-type: none"> • Private-duty nursing • Routine eye care (Adult) • Routine eye care (Children) • Routine foot care for non-diabetics • Weight loss programs |

| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.) |
|--|
| <ul style="list-style-type: none"> • Chiropractic care • Hearing aids for children under 18 |

A The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-565-9140 (TTY: 1-800-848-0299) or visit us at www.bcbs.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.ccio.cms.gov or call 1-800-565-9140 to request a copy.

| Important Questions | Answers | Why This Matters: |
|---|--|---|
| What is the overall deductible? | In-network: \$2,000 person/\$4,000 family Out-of-network: \$3,000 person/\$6,000 family | Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible. |
| Are there services covered before you meet your deductible? | Yes. Preventive services, Office visits, and Emergency room visits are covered before you meet your deductible (unless specified). | This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other deductibles for specific services? | Medical – No Prescription Drug - Yes | You don't have to meet deductibles for specific services for the Medical Plan. However, the Prescription Drug plan has separate annual deductible: \$250 person/\$500 family |
| What is the out-of-pocket limit for this plan? | Medical In-network: \$2,500 person/\$5,000 family Medical Out-of-network: \$7,500 person/\$15,000 family Prescription Drug In-network: \$2,000 person/\$4,000 family | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premium, balance-billing charges, penalties, and health care this plan doesn't cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| Will you pay less if you use a network provider? | Yes. This plan uses Network S. See http://www.bcbs.com/Network-S or call 1-800-565-9140 for a list of in-network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist? | No. | You can see the specialist you choose without a referral. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|--|--|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$35 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| | Specialist visit | \$50 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| | Preventive care/screening/immunization | No Charge | 50% coinsurance | A1c testing will be covered at 100%. You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for. Travel immunization not covered in office or clinic setting. |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge | 50% coinsurance | Diagnostic testing benefits are determined by place of service, such as office or ER. |
| | Imaging (CT/PET scans, MRIs) | 30% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.express-scripts.com | Preferred Generic drugs / Non-Preferred Generic drugs | \$10 copay | Not Covered | More information about prescription drug coverage is available at www.express-scripts.com |
| | Preferred brand drugs | Maintenance drugs: \$30 copay All others: 20% coinsurance up to \$125 copay | Not Covered | |
| | Non-preferred brand drugs | Maintenance drugs: \$40 copay All others: 20% coinsurance + \$30, up to \$175 copay | Not Covered | |
| | Preferred Specialty drugs / Non-Preferred Specialty drugs | 20% coinsurance + \$30, up to \$175 copay | Not Covered | |
| | Facility fee (e.g. ambulatory surgery center) | 30% coinsurance | 50% coinsurance | |
| If you have outpatient surgery | Physician/surgeon fees | 30% coinsurance | 50% coinsurance | Prior Authorization required for certain outpatient procedures. Your cost share may increase to 60% if not obtained. |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|--|---|--|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need immediate medical attention | Emergency room care | \$500 copay/visit. | \$500 copay/visit. | None |
| | Emergency medical transportation | 30% coinsurance | 30% coinsurance | None |
| | Urgent care | \$75 copay deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 30% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| | Physician/surgeon fees | 30% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| | Outpatient services | \$35 copay/visit deductible does not apply for office visits and 30% coinsurance other outpatient services | 50% coinsurance | Prior Authorization required for electroconvulsive therapy (ECT). Your cost share may increase to 60% if not obtained. |
| If you need mental health, behavioral health, or substance abuse services | Inpatient services | 30% coinsurance | 50% coinsurance | Prior Authorization required. Your cost share may increase to 60% if not obtained. |
| | Office visits | \$35 copay/visit deductible does not apply. | 50% coinsurance | Office surgery subject to copay. |
| | Childbirth/delivery professional services | 30% coinsurance | 50% coinsurance | This service may be covered under the Specialty Care Program. Cost Share may vary; use a Blue Distinction Center for best benefit. |
| If you are pregnant | Childbirth/delivery facility services | 30% coinsurance | 50% coinsurance | This service may be covered under the Specialty Care Program. Cost Share may vary; use a Blue Distinction Center for best benefit. |
| | Home health care | 30% coinsurance | 50% coinsurance | Unlimited. |
| | Rehabilitation services | 30% coinsurance | 50% coinsurance | Therapy limited to 25 visits per type per year. Cardiac/Pulmonary rehab limited to 36 visits per type per year. |
| If you need help recovering or have other special health needs | Habilitation services | 30% coinsurance | 50% coinsurance | Therapy limited to 25 visits per type per year. Cardiac/Pulmonary rehab limited to 36 visits per type per year. |
| | Skilled nursing care | 30% coinsurance | 50% coinsurance | Skilled nursing and rehabilitation facility limited to 60 days combined per year. |

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- | | | |
|---|---|--|
| <ul style="list-style-type: none">• Acupuncture• Cosmetic surgery• Dental care (Adult)• Dental care (Children)• Hearing aids for adults | <ul style="list-style-type: none">• Infertility treatment• Long-term care• Non-emergency care when traveling outside the U.S.• Prescription Drugs• Prescription Drugs | <ul style="list-style-type: none">• Private-duty nursing• Routine eye care (Adult)• Routine eye care (Children)• Routine foot care for non-diabetics• Weight loss programs |
|---|---|--|

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care
- Hearing aids for children under 18

Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- BlueCross at 1-800-565-9140 or www.bcbst.com , or your plan administrator.
- For plans subject to ERISA, the U.S. Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform .
- The State Division of Benefits Administration at 1-866-576-0029.

Additionally, a consumer assistance program can help you file your appeal. Contact the Tennessee Department of Commerce and Insurance (TDCI) at 1-800-342-4029, <https://sbs-tn.naic.org/Lion-Web/servlet/org.naic.sbs.ext.onlineComplaint?spanishVersion=N> , or email them at CIS.Complaints@state.tn.us . You may also write them at 500 James Robertson Pkwy, Davy Crockett Tower, 6th Floor, Nashville, TN 37243.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

ATTACHMENT A: Operational Pricing and ROI

One-Time Set-up Expenses

- Equipment and Furniture Requirements – Proposals shall include an itemized list of all necessary equipment and furniture with associated costs. This list should include item name and/or description, item cost, quantity of each item, and total cost for each item.
- Initial Purchase of Supplies – Proposals shall include a list of supplies to be purchased prior to transition of the clinic and/or pharmacy. This may be an itemized list, including the item name and/or description, item cost, quantity of each item and total cost for each item. Alternatively, an estimated list, providing a list of supplies by type with approximate item costs, quantities, and total cost per supply type. For an estimated list, a maximum total cost for initial purchase of supplies must be provided.
- Other Initial Cost – Proposals shall include an itemized list of all other initial proposed start-up costs.

Recurring Expenses

- Administrative/Management Fee – Proposals shall list fee(s) charged to operate the clinic and provide associated services. The process used to establish this fee(s) and the frequency of the proposed fee(s) shall be explained.
- Staff Salaries – Proposals shall list all positions, number of employees per position, employee cost per hour, total hours per month for the position, and total monthly employee costs to the County.
- Proposals shall explain what costs the County is responsible for in the case of expired supplies/medications.
- Proposals shall provide a listing of ongoing needed office supplies and provide an estimated monthly budget for these supplies. The County may elect to purchase these items on behalf of the Clinic.

Reporting

Proposals shall explain what reports are a standard service included at no additional cost and provide a list of ad-hoc reports with costs that are available upon request. Proposals shall list any cost for sending medical record data to external health care providers

Additional Expenses

Proposals shall provide a list of all additional expenses or fees that Anderson County will be required to pay in addition to the items identified in this RFP. This list should include the item, a description, cost, and the frequency of the expense.

Pricing for Optional Services Proposed

Proposals shall include a list of any optional services Anderson County may elect for an additional fee. This list should include the name of the service, cost, and the frequency of the fee associated with the service.

Cost Adjustments

Proposals shall explain how long initial proposed costs are guaranteed and how the vendor evaluates program costs adjustments. The frequency of these evaluations and all the considering factors shall be provided.

Proposals shall explain how the vendor facilitates cost adjustment requests to customers.

Return on Investment (ROI)

Proposals shall demonstrate how the County will achieve savings. Proposals shall explain how ROI is calculated, monitored, ensured and increased.

ATTACHMENT B: Lab Cost Worksheet

Provide the cost Anderson County would pay for the following lab procedures:

| CPT Code | Lab Description | Cost |
|----------|---|------|
| 80047 | Basic Metabolic Panel (BMP) | |
| 87491 | Chlamydia/GC, DNA Probe | |
| 85027 | Complete Blood Count (CBC) | |
| 85025 | Complete Blood Count with Differential (CBC w/diff) | |
| 80053 | Comprehensive Metabolic Panel (CMP) | |
| 87426 | COVID | |
| 86140 | C-Reactive Protein (CRP) | |
| 85652 | Erythro Sedimentation Rate (ESR) | |
| 82670 | Estradiol | |
| 82728 | Ferritin | |
| 83036 | Hemoglobin A1C | |
| 83037 | Hemoglobin A1C (HbA1c) | |
| 86689 | HIV Screen | |
| 83540 | Iron Deficiency Panel | |
| 80061 | Lipid Panel | |
| 82043 | Microalbumin | |
| 84153 | Prostate Specific Antigen (PSA) | |
| 82570 | UMA | |
| 86376 | Thyroid Peroxidase Antibody (TPO) | |
| 84443 | Thyroid Stimulating Hormone (TSH) | |
| 84439 | Thyroxine (T4 Free) | |
| 84403 | Total Testosterone | |
| 84481 | Triiodothyronine (T3 Free) | |
| 84443 | TSH - CPT | |
| 84480 | Triiodothyronine (T3 Total) | |
| 87086 | Urine Culture | |
| 82746 | Vitamin B12 | |
| 82607 | Vitamin B12 + Folate | |
| 82306 | Vitamin D-25 | |
| 027623 | HRA – CMP12 + LP + 6 AC (32 labs + A1c as needed) | |

ATTACHMENT C: Prescription Pricing Form

Provide the price for each of the prescriptions listed below. The pricing must be a percentage reduction against the Average Wholesale Price (AWP) for a 90-day prescription, if available. Indicate drugs not available with "NA." Explain manufacturer rebates that will be guaranteed to the County.

| Item # | Generic name | Strength | Form | Container Quantity | Brand Name | Cost |
|--------|----------------------------------|-----------|---------|--------------------|---------------|------|
| 6166-0 | albuterol HFA | | Inhaler | 8 | Ventolin HFA | |
| 6167-0 | albuterol HFA | | Inhaler | 18 | Ventolin HFA | |
| 0233-4 | allopurinol | 100mg | Tab | 90 | Zyloprim | |
| 0235-3 | allopurinol | 300mg | Tab | 90 | Zyloprim | |
| 6467-1 | amlodipine | 2.5mg | Tab | 90 | Norvasc | |
| 5902-1 | amlodipine | 10mg | Tab | 90 | Norvasc | |
| 5901-1 | amlodipine | 5mg | Tab | 90 | Norvasc | |
| 6483-1 | amlodipine besylate/benazepril h | 10-20mg | Caps | 90 | Lotrel | |
| 5938-1 | amlodipine besylate/benazepril h | 5-20mg | Caps | 90 | Lotrel | |
| 6553-0 | amlodipine/Benazapril | 10/40mg | Cap | 90 | Lotrel | |
| 5553-0 | amoxicillin | 400mg/5ml | Susp | 100 | Amoxil | |
| 1861-0 | amoxicillin | 500mg | Caps | 30 | Amoxil | |
| 5193-0 | amoxicillin | 875mg | Tab | 20 | Amoxil | |
| 5471-0 | amoxicillin-clav. | 875mg | Tab | 20 | Augmentin | |
| 3654-5 | atenolol | 100mg | Tab | 90 | Tenormin | |
| 3885-5 | atenolol | 25mg | Tab | 90 | Tenormin | |
| 6283-1 | atorvastatin | 20mg | Tab | 90 | Lipitor | |
| 6284-1 | atorvastatin | 40mg | Tab | 90 | Lipitor | |
| 6290-0 | Azelaic | | Gel | 50g | Finacea | |
| 5755-0 | azithromycin | 250mg | Tab | 6 | Zithromax | |
| 5810-0 | azithromycin | 200mg/5ml | Susp | 30ml | Zithromycin | |
| 4330-3 | baclofen | 10mg | Tab | 90 | Lioresal | |
| 5670-1 | benazepril HCl | 40mg | Tab | 90 | Lotensin | |
| 4091-2 | benzonatate | 100mg | Caps | 30 | Tessalon | |
| PSS | Blood glucose monitoring lancets | | Each | 100 | Lancets | |
| PSS | Blood glucose monitoring strips | | Each | 50 | Quintet | |
| 6432-0 | bupropion XL | 150mg | Tab | 90 | Wellbutrin XL | |
| 5969-1 | bupropion XL | 300mg | Tab | 90 | Wellbutrin XL | |
| 5976-1 | carvedilol | 12.5mg | Tab | 180 | Coreg | |
| 5975-1 | carvedilol | 6.25mg | Tab | 180 | Coreg | |
| 5921-1 | cefdinir | 300mg | Caps | 20 | Omnicef | |
| 6580-1 | celecoxib | 200mg | Caps | 60 | Celebrex | |
| 0305-6 | cephalexin | 500mg | Caps | 30 | Keflex | |
| 6042-1 | cetirizine | 10mg | Tab | 30 | Zyrtec | |

| Item # | Generic name | Strength | Form | Container Quantity | Brand Name | Cost |
|--------|-----------------------------------|-----------|-----------|--------------------|-----------------|------|
| 5774-0 | clindamycin | 300mg | Caps | 30 | Cleocin | |
| 0478-7 | clonidine | 0.1mg | Tab | 90 | Catapres | |
| 6327-1 | clopidogrel | 75mg | Tab | 90 | Plavix | |
| 5266-0 | clotrimazole/betamethasone | 1%-0.5% | Cream | 15gm | Lotrisone | |
| 2573-2 | cyclobenzaprine | 10mg | Tab | 30 | Flexeril | |
| 4166-8 | diclofenac | 75mg DR | Tab | 90 | Voltaren | |
| 5431-1 | diltiazem SR | 120mg | Caps | 90 | Cardizem SR | |
| 6566-0 | doxycycline | 100mg | Caps | 20 | Monodox | |
| 6493-1 | duloxetine | 30mg | Caps | 90 | Cymbalta | |
| 6492-1 | duloxetine | 60mg | Caps | 90 | Cymbalta | |
| 6493-1 | duloxetine | 30mg | Tab | 90 | Cymbalta | |
| 6758-0 | EE/norgestimate/Tri femyor | | Tab | 28 | Ortho-tricyclen | |
| 1193-0 | erythromycin | 5gm/gm | Opth.Oint | 3.5 | Ilotycin | |
| 6305-1 | escitalopram | 20mg | Tab | 90 | Lexapro | |
| 4907-2 | estradiol | 1mg | Tab | 90 | Estrace | |
| 5942-3 | famotidine | 20mg | Tablet | 90 | Pepcid | |
| 6506-1 | famotidine | 40mg | Tablet | 90 | Pepcid | |
| 6299-1 | fenofibrate | 160mg | Tab | 90 | Tricor | |
| 5585-0 | fluconazole | 150mg | Tab | 1 | Diflucan | |
| 5291-3 | fluoxetine | 20mg | Caps | 90 | Prozac | |
| 5780-0 | fluticasone | | Spray | 16 | Flonase | |
| 6866-0 | fluticasone propionate/salmeterol | 100/50mcg | Inhaler | 60 | Advair | |
| 6867-0 | fluticasone propionate/salmeterol | 250/50mcg | Inhaler | 60 | Advair | |
| 0572-1 | furosemide | 20mg | Tab | 100 | Lasix | |
| 0574-9 | furosemide | 40mg | Tab | 90 | Lasix | |
| 3695-4 | gemfibrozil | 600mg | Tab | 180 | Lopid | |
| 6072-3 | glimepiride | 2mg | Tab | 90 | Amaryl | |
| 5855-3 | glimepiride | 4mg | Tab | 90 | Amaryl | |
| 5236-3 | HCTZ | 12.5mg | Caps | 90 | Microzide | |
| 0547-1 | HCTZ | 25mg | Tab | 100 | HydroDiuril | |
| 4002-5 | ibuprofen | 600mg | Tab | 90 | Motrin | |
| 0275-3 | indomethacin | 50mg | Cap | 90 | Indocin | |
| 6564-0 | Irbesartan | 300mg | Tab | 30 | Avapro | |
| 6759-0 | Junel Fe | 20mcg/1mg | Tab | 28 | Gildess FE | |
| 6454-1 | lamotrigine | 100mg | Tab | 60 | Lamictal | |
| 6149-1 | lansoprazole | 30mg | Caps | 90 | Prevacid | |
| 5620-1 | levothyroxine | 100mcg | Tab | 90 | Synthroid | |
| 6317-0 | levothyroxine | 112mcg | Tab | 90 | Synthroid | |
| 6249-0 | levothyroxine | 137mcg | Tab | 90 | Synthroid | |
| 5655-1 | levothyroxine | 150mcg | Tab | 90 | Synthroid | |

| Item # | Generic name | Strength | Form | Container Quantity | Brand Name | Cost |
|--------|---------------------------------|-----------|------|--------------------|---------------|------|
| 5617-1 | levothyroxine | 50mcg | Tabs | 90 | Synthroid | |
| 6222-1 | levothyroxine | 88mcg | Tabs | 90 | Synthroid | |
| 5653-1 | levothyroxine Sodium | 0.075mg | Tabs | 90 | Synthroid | |
| 5434-5 | lisinopril | 10mg | Tabs | 90 | Zestril | |
| 5435-5 | lisinopril | 20mg | Tabs | 90 | Zestril | |
| 6091-1 | lisinopril-HCTZ | 10-12.5mg | Tabs | 90 | Zestoretic | |
| 5497-5 | loratadine | 10mg | Tab | 90 | Claritin | |
| 6173-1 | losartan | 50mg | Tab | 90 | Cozaar | |
| 6297-0 | losartan | 100mg | Tabs | 90 | Cozaar | |
| 6180-1 | losartan-HCTZ | 100-25mg | Tabs | 90 | Hyzaar | |
| 5347-2 | lovastatin | 40mg | Tabs | 90 | Mevacor | |
| 0349-1 | meclizine | 25mg | Tabs | 30 | Antivert | |
| 3806-2 | medroxyprogesterone | 2.5mg | Tabs | 30 | Provera | |
| 5812-6 | meloxicam | 15mg | Tabs | 90 | Mobic | |
| 5360-5 | metformin | 500mg | Tabs | 180 | Glucophage | |
| 5373-5 | metformin | 1000mg | Tabs | 180 | Glucophage | |
| 5546-3 | metformin ER | 500mg | Tabs | 180 | Glucophage ER | |
| 6523-0 | metformin ER | 750mg | Tabs | 90 | Glucophage ER | |
| 0852-4 | methocarbamol | 500mg | Tabs | 30 | Robaxin | |
| 1036-0 | methylprednisolone | 21mg | Tabs | 21 | Medrol | |
| 3787-5 | metoprolol | 50mg | Tabs | 180 | Lopressor | |
| 5870-) | metoprolol | 25mg | Tab | 180 | Lopressor | |
| 5870-1 | metoprolol XL | 25mg | Tabs | 90 | Toprol XL | |
| 0967-3 | metronidazole | 500mg | Tabs | 14 | Flagyl | |
| 6348-1 | montelukast | 10mg | Tabs | 90 | Singulair | |
| 5644-0 | mupirocin | 2% | Oint | 22 | Bactroban | |
| 6154-0 | Nicotine Transdermal System | 7mg | pt | 14 | Nicoderm | |
| 6155-0 | Nicotine Transdermal System | 14mg | pt | 14 | Nicoderm | |
| 6156-0 | Nicotine Transdermal System | 21mg | pt | 14 | Nicoderm | |
| 5576-0 | nitrofurantoin monohydrate macr | 100mg | Caps | 14 | Macrobid | |
| 2140-0 | nitroglycerin | 0.4mg | Tabs | 25 | Nitrostat | |
| 5482-7 | omeprazole | 20mg | Caps | 180 | Prilosec | |
| 6431-2 | omeprazole | 40mg | Cap | 90 | Prilosec | |
| 6208-1 | ondansetron ODT | 4mg | Tabs | 20 | Zofran ODT | |
| 6062-1 | pantoprazole | 40mg | Tabs | 90 | Protonix | |
| 5541-2 | paroxetine HCl | 20mg | Tabs | 90 | Paxil | |
| 6365-1 | potassium | 10mEq | Tabs | 100 | K-Tab | |

| Item # | Generic name | Strength | Form | Container Quantity | Brand Name | Cost |
|--------|-----------------------|-----------|-------|--------------------|------------|------|
| 5793-1 | pravastatin Sodium | 20mg | Tab | 90 | Pravachol | |
| 0331-5 | prednisone | 10mg | Tab | 30 | Deltasone | |
| 1754-9 | promethazine | 25mg | Tab | 30 | Phenergan | |
| 6112-1 | ramipril | 10mg | Caps | 90 | Altace | |
| 6674-1 | rosuvastatin calcium | 10mg | Tab | 90 | Crestor | |
| 6675-1 | rosuvastatin calcium | 20mg | Tab | 90 | Crestor | |
| 5819-2 | sertraline | 100mg | Tab | 90 | Zoloft | |
| 4519-0 | silver sulfadiazine | 1% | Cream | 50 | Silvadene | |
| 5833-2 | simvastatin | 20mg | Tab | 90 | Zocor | |
| 6316-1 | spironolactone | 50mg | Tab | 90 | Aldactone | |
| 4446-0 | sucralfate | 1gm | Tab | 60 | Carafate | |
| 0075-2 | sulfamethazole/TMP DS | 160/800mg | Tab | 20 | Bactrim DS | |
| 6127-0 | sumatriptan succinate | 100mg | Tab | 9 | Imitrex | |
| 6174-1 | tamsulosin HCl | 0.4mg | Caps | 90 | Flomax | |
| 6138-1 | topiramate | 50mg | Tab | 90 | Topamax | |
| 6139-2 | topiramate | 100mg | Tab | 90 | Topamax | |
| 1999-3 | trazodone | 100mg | Tab | 90 | Desyrel | |
| 1124-0 | triamcinolone | 0.10% | Cream | 15 | Kenalog | |
| 0765-0 | triamcinolone | 0.10% | Cream | 80 | Kenalog | |
| 6178-2 | valcyclovir | 500mg | Tab | 30 | Valtrex | |
| 6588-1 | valsartan | 320mg | Tab | 90 | Diovan | |
| 6226-1 | venlafaxine ER | 75mg | Caps | 90 | Effexor XR | |
| 3691-4 | verapamil SR | 240mg | Tab | 90 | Isoptin SR | |
| 6394-0 | warfarin | 3mg | Tab | 30 | Coumadin | |
| 6312-0 | warfarin | 6mg | Tab | 30 | Coumadin | |
| 6225-0 | warfarin | 1mg | Tab | 30 | Coumadin | |
| 4934-2 | warfarin sodium | 5mg | Tab | 90 | Coumadin | |

Attachment 1

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 of 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.

Attachment 2

**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 3
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.

(a) Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

(b) Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

(c) A violation of this section is a Class D felony.

T. C. A. 12-4-101 Personal interest of officers prohibited.

(a) (1) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee person, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

(2) (A) Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

(B) Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

(b) It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

**Attachment 3
ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

CONFLICT OF INTEREST AFFIDAVIT/STATEMENT

(c) (1) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

(2) Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

(3) (A) In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

(B) (i) Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

(ii) This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

(d) This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.

Contractor or Company Owner (signature)

Date

Contractor or Company Name (print)

**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"/> | Workers Compensation Employers Liability | Statutory limits 100,000/100,000/500,000 |
| 2. | <input checked="" type="checkbox"/> | Commercial General Liability | \$500,000 per occurrence \$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"/> | Business Auto | |
| | <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"/> | Crime Coverages | |
| | <input type="checkbox"/> | Employee Dishonesty | |
| | <input type="checkbox"/> | Employee Dishonesty Bond | |
| 5. | <input type="checkbox"/> | Property Coverages | |
| | <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 <u>MUST</u> 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

Attachment 5 Sample Contract for Services

This Agreement, between Anderson County, Tennessee, a governmental entity and political subdivision of the State of Tennessee (hereinafter, "County") and _____ (hereinafter, "Contractor") and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Contractor Services. Contractor agrees to provide _____ per **Bid #XXXX, Exhibit 1**

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

Purchase Order. A Purchase Order must in place before services are rendered.

Contractor Compensation. Contractor shall be paid by County for the Contractor's services within thirty (30) days of invoicing and completion of the contracted services. The compensation to Contractor shall be calculated by: **Bid #XXXX**. Contractor **shall not** receive additional compensation for expenses including travel, hotel, food, etc.

Term. The term of this agreement shall be one year with four one-year renewal options. The contract shall start on the date of final signature.

Release. Contractor hereby agrees to release, indemnify, 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 Contractor's services under this Agreement.

Default. In the event of default by the Contractor hereto, the County may bring suit against the Contractor to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

No Oral Modification. No 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.

Waiver. A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Entire 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.

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.

Cancellation. In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be cancelled by the other party with cause on thirty (30) days written notice to the other, if the event constituting the breach, default, or failure is not cured during that time.

Termination: Anderson County reserves the right to terminate this contract 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.

Exhibits. Any Exhibits 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.

Multiple Counterparts: Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed,

Attachment 5 Sample Contract for Services

collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

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.

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

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

Appropriated Funds. The County's obligation to pay under this Contract is contingent upon funds appropriated in the current fiscal year's budget as approved by the County Board of Commissioners. Any contract requiring appropriated funds beyond the current fiscal year may be cancelled without notice in the event that funding to support the contract are unavailable in the subsequent fiscal year.

Payment Terms. The County's payment terms are net 30. All invoices shall be addressed to Anderson County Director of Finance, Room 210, 100 North Main Street, Clinton, TN 37716, and must include Contractor's name, address and phone number, and clearly list quantities, item description and units of measure.

Warranty. The Contractor warrants to the County that all goods and services furnished hereunder shall be free of defects in materials, workmanship, and from defect in design. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Insurance Requirement: Vendors awarded bids or contracts are required to 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 Vendor and to Anderson County Government while completing delivery and services. A certificate of insurance may be required before work begins and be maintained until work is completed. Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee. 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.

Non-discrimination. The Contractor shall comply with the Tennessee Human Rights Act, T. C. A. §4-21-101 et. seq., as amended and any rules and regulations promulgated in accordance therewith.

Equal Employment Opportunity. It shall also be an unlawful employment practice for the Contractor (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. Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (2000), as amended.

Anti-Boycott of Israel: By signing this contract the Contractor certifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, the boycott of Israel.

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@andersoncountyttn.gov

Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone

(865) 457-6252 Fax

**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 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. 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>.

1.42 ANTI-BOYCOTT OF ISRAEL: By responding to this bid the Bidder certifies that it is not currently engaged in and agrees for the duration of this Agreement not to engage in, the boycott of Israel.

