CITY OF KNOXVILLE

REQUEST FOR PROPOSALS

Worker's Compensation Pharmacy Services

Proposals to be Received by 11:00:00 a.m., Eastern Time December 5, 2016

Submit Proposals to:
City of Knoxville
Office of Purchasing Agent
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902

CITY OF KNOXVILLE Request for Proposals

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City of Knoxville Request for Proposals

Worker's Compensation Pharmacy Services

I. Statement of Intent

The City of Knoxville is requesting proposals from responsible firms to provide pharmaceutical services associated with the City's self-insured workers' compensation program. The agreement will be for one year with two (2) optional one-year renewals.

II. RFP Time Line

Proposals Due Date	December 5, 2016
Deadline for questions to be submitted in v Assistant Purchasing Agent	U
Availability of RFP	November 10, 2016

This timetable is for the information of submitting entities. These dates are subject to change. However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.

III. Background

The City has self-insured and self-administered its workers' compensation program since January 1, 1979, when it elected to be covered by Tennessee Workers' Compensation Laws. The City adjusts claims; issues all checks for medical payments, TTD payments, PPD payments; makes necessary reports to the Tennessee Division of Workers' Compensation; and defends suits filed against the City. Beginning July 1, 2013, the City started administering workers' compensation claims for Knoxville Area Transit.

The **medical** claims experience of the City's self-insured workers' compensation program is as follows:

Fiscal Year	Medical Claims Expenditures
July 1, 2013 – June 30, 2014	\$ 3,017,014
July 1, 2014 – June 30, 2015	\$ 1,395,997
July 1, 2015 – June 30, 2016	\$ 864,011

These figures are as of October 25, 2016. Expenditures for prescription drugs have averaged \$38,359 per month over the last 12 months. The average number of prescriptions per month is 275.

The number of claims is as follows:

Fiscal Year	2013	2014	2015
Number of total claims	448	369	350
Number of lost time cases	89	55	42
Number of medical only cases	196	186	164
Number of record only cases	163	128	144

IV. General Conditions

- 4.1 The following data is intended to form the basis for submission of proposals to provide Worker's Compensation Pharmacy Services for the City of Knoxville.
- 4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.
- 4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.
- 4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.
- 4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in writing and be in the hands of the Assistant Purchasing Agent by the close of the business day on November 28, 2016. Questions can be submitted by letter, fax (865-215-2277), or email to jmcclelland@knoxvilletn.gov. The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at www.knoxvilletn.gov/purchasing. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.
- 4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions

of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.

- 4.7 Included in the Contract Documents is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission.
- 4.8 Regarding the Equal Business Opportunity Program contracting, the appropriate Form I or Form II **must** be submitted with the proposal. Successful proposers who include Form I with their proposals, stating their intent to use MOB or WOB subcontractors for any part of the contract, will be required to submit Form III, Statement of Payments to MOB/WOB Subcontractor(s) & Supplier(s). Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment may not be released by the City until Form III is submitted.
- 4.9 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of a firm(s), Knoxville City Council approval may be required before the final contract may be executed.
- 4.10 All expenses for making a submission of proposal shall be borne by the submitting entity.
- 4.11 Any submission of proposals may be withdrawn up until the date and time for opening of the submissions. Any submission not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to the City of Knoxville for the services set forth in the Request for Proposals until one or more of the submissions have been duly accepted by the City.
- 4.12 Prior to submitting their proposals, proposers are to be registered with the Purchasing Division by setting up a Vendor Self-Service Account. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Proposals from un-registered proposers may be rejected.**
- 4.13 **NO CONTACT POLICY:** After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement

transaction. Proposals must include a notarized No Contact/No Advocacy Affidavit (to be found in the "Submission Forms" section of this document).

- 4.14 **INCLEMENT WEATHER:** During periods of inclement weather, the Purchasing Division will enact the following procedures with regard to solicitations and weather delays:
 - If City offices are closed due to inclement weather on the date that bids/proposals/qualifications/letters of interest are due into the Purchasing Office, all solicitations due that same day will be moved to the next operational business day.
 - The City of Knoxville shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

V. Scope of Service

The City of Knoxville is seeking pharmaceutical services in regard to its self-insured workers' compensation program. These services sought include, but are not limited to, the following:

- 5.1 Contractor must be able to provide prescription drugs to employees entitled to medicine under the City's workers' compensation program.
 - 5.1.1 The provider must have systems in place to ensure prescription drugs are provided only for a condition determined by the City of Knoxville to be compensable under the City's workers compensation program and prescribed by a physician approved by the City to provide treatment for that condition.
 - 5.1.2 Prescription amounts will be limited to a thirty-four (34) day supply unless authorized for (90) day maintenance supply.
 - 5.1.3 Over-the-counter medications for compensable claims prescribed by an approved treating physician will be covered.
- 5.2 Contractor must be able to provide services at convenient locations throughout the Greater Knoxville Area.
- 5.3 Information on billing required by the City must include at a minimum:

Name of employee Prescription Number Quantity Prescribed Prescription Name Ordering Physician Date Prescription Filled

- 5.4 Contractor will provide the City access to claims data with the fields in 5.3 plus pharmacy at which the prescription was filled at a minimum in a format so that the data can be sorted by each of these fields.
- 5.5 Contractor should provide support services to assist the City in managing appropriateness

- of prescribed medications, including but not limited to managing appropriate prescribing of narcotic medications.
- 5.5 The negotiated payment from the City will be considered payment in full for medications under the program. No fees, copayments or coinsurance may be collected from the employee for covered medications.

VI. Contract Requirements

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

- 6.1 Contract Documents. The contract shall consist of (1) the RFP; (2) the proposal submitted by the contractor to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the terms that provide the greater benefit to the City and/or impose the greater obligation to the contractor will prevail.
- 6.2 Administration. The contract will be administered by the City of Knoxville Department of Risk Management.
- 6.3 Invoices. Invoices for services will be submitted to the City in accordance with the contract terms.
- 6.4 Independent Contractor. The relationship of contractor to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.
- 6.5 Assignment. The contractor shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.
- 6.6 Indemnification and Hold Harmless. The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any

claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 Termination. The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor.

If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Contractor: the amount due to the Contractor for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Contractor would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Contractor, terminate the whole or any part of this Agreement if the Contractor fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

- 6.8 Insurance. When applicable and prior to the commencement of the contract, contractor must, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. Contractor shall furnish the City of Knoxville with properly executed certificates of insurance which shall clearly evidence all insurance required by the City. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better. Such insurance shall be at a minimum the following:
 - A. **Commercial General Liability Insurance**; occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a

limit of not less than two million dollars each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- (a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- (b.) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c.) At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- B. Automobile Liability Insurance; including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.
- C. Workers' Compensation Insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

D. **Other Insurance Requirements.** Contractor shall:

• Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville;

- P.O. Box 1631; Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.
- Upon the City's request, provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsements(s), proof of such policy wording or endorsement(s) will be required.
- Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.
- <u>Large Deductibles</u>; <u>Self-Insured Retentions</u>. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions may require proof of financial ability as determined by the City.
- <u>Waiver of Subrogation Required</u>. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.
- Occurrence Basis Requirement. All general liability policies must be written on an occurrence basis, unless the Risk Manager determines that a claims made basis is

reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the City. Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

6.9 Ethical Standards. Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. <u>Section 2-1049</u>. <u>Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City</u>.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

- D. Section 2-1051. Covenant Relating to Contingent Fees.
- (a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.
- (b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.
- E. <u>Section 2-1052</u>. <u>Restrictions on Employment of Present and Former City Employees</u>. Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

- 6.10 Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.
- 6.11 Firms shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the city in this proposal of their efforts to do so.

- 6.12 Firms shall give consideration to the use of environmentally sustainable best practices, and shall advise the city in this submittal of qualifications of their efforts to do so.
- 6.13 Federal, State, and Local Requirements. Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.
- 6.14 Licenses. Before a contract is signed by the City, the submitting entity, if selected, **must** provide the City Purchasing Division with a copy of its valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered. If a contract is signed, the contractor's business license shall be kept current throughout the duration of the contract, and the contractor shall inform the City of changes in its business name or location. The contractor must be a licensed professional as required by the state of Tennessee, see T.C.A. Sections 62-2-101 et. seq., for any services in this contract requiring such licensure.
- 6.15 Funding. The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.
- 6.16 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Contractor from the Agreement shall lie in Knox County, Tennessee.
- 6.17 Subcontracts to the Agreement. Contractor shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.
- 6.18 Amendments. This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.
- 6.19 Captions. The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.
- 6.20 Severability. If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 6.21 No Benefit for Third Parties. The services to be performed by the Contractor pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against

the City or the Contractor, its officers, employees, agents, or contractors shall accrue to the Contractor or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Contractor's services hereunder.

- 6.22 Non-Reliance of Parties. Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.
- 6.23 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall means the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.
- 6.24 EEO/AA. The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.
- 6.25 By submitting a proposal, the submitting entity agrees to all terms and conditions established in this RFP, including its contract requirements.

VII. Instructions to Submitting Entities

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

7.1 General

Submission forms and RFP documentation may be obtained on or after November 10, 2016, at no charge from:

City of Knoxville Purchasing Division City/County Building 400 Main Street, Room 667 Knoxville, Tennessee 37902 between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at www.knoxvilletn.gov/purchasing where it can be read or printed using Adobe Acrobat Reader software.

7.2 Submission Information

Proposals shall include five (5) hard copies (one original and four duplicates—mark the original as such) and one electronic copy of the proposal (.pdf format on CD only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. Electronic submissions must be included with the sealed submissions; do not email your submission.

IMPORTANT NOTE: A minimum of one of the submitted proposals <u>must</u> bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures. The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on December 5, 2016. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division City/County Building 400 Main Street, Room 667 Knoxville, TN 37902

IMPORTANT NOTE: Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside "Workers' Comp Pharmaceutical Services." Proposers are reminded that the Purchasing Division receives many bids and proposals for any number of solicitations; unlabeled submissions are extremely difficult to match to their appropriate solicitations and therefore may be rejected.

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

7.3 Format

The City is committed to reducing waste. Submissions of qualifications must be typed on 8.5 x

11 inch wide white paper, printed on both sides. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows. Numbered items listed below should have a numbered tab page:

- 1. Title Page
- 2. Table of Contents
- 3. Submission Forms:
 - A. Form S-1
 - B. Form S 2 Questionnaire
 - C. Non-Collusion Affidavit
 - D. No Contact/No Advocacy Affidavit
 - E. Iran Divestment Act Certification of Noninclusion
 - F. Form I or II from Equal Business Opportunity Program
- 4. Body of Proposal: Information detailing how the Proposer will fulfill the City's requirements, as outlined in Section V of this RFP; such information will be evaluated along with the responses provided on Submission Form S-2.

NOTE: The Submission Form S-1, Submission Form S-2, the Non-Collusion Affidavit, the Iran Divestment Act Certification of Noninclusion, and the Equal Opportunity Business Program (EBOP) packet are provided in these solicitation documents.

7.4 Evaluation of Proposals

All qualified submissions received by the deadline will be analyzed by the Evaluation Committee according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

The City reserves full discretion to determine the capability of proposing entities. Proposers, if asked, will provide, in a timely manner, any and all information that the City deems necessary to make such a decision. In addition to materials provided in the written responses to this RFP, the Committee may request additional material, information, references, a site visit, or a live test demonstration from the submitting entity or others.

The Evaluation Committee may or may not decide to interview any or all proposing entities at a time and date determined by the City in order to address questions and more fully ascertain how the solution to this project satisfies the evaluation criteria. Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based on the firms' qualifications applicable to the scope and nature of the services to be

performed per this request for proposals. Determination of firms' qualifications shall be based on their written responses to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if any.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team

VIII. Evaluation Criteria

An evaluation team, composed of representatives of the City, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below.

The criteria and the associated weights upon which the evaluation of the proposals will be based include, but are not limited to, the following:

Financial	(40 points)
Administration and Support Services	(30 points)
Firm Experience and Expertise	(10 points)
Pharmacy Availability	(15 points)
Concise and Applicable Responses	(5 points)

Submission Forms

CITY OF KNOXVILLE REQUEST FOR PROPOSALS

Worker's Compensation Pharmacy Services

Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time; December 5, 2016; in Room 667-674, City/County Building; Knoxville, Tennessee.

IMPORTANT: Proposals shall include five (5) hard copies (one original and four duplicates—mark the original as such) and one electronic copy of the proposal (.pdf format on CD only—mark the storage device with the company name); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **Electronic submissions must be included with the sealed submissions; do not email your submission.**

Please complete the following:
Legal Name of Proposer:
Address:
Telephone Number:
Fax Number:
Contact Person:
Email Address:
Signature:
Name and Title of Signer:

Note: Failure to use these response sheets may disqualify your submission.

Submission Form S3

Questionnaire

Claims Administration (25 points maximum)

- 1. Please describe your firm's data sharing and reporting capability. Include whether your firm can provide the data access required by Section **5.4.3.** Discuss the additional ability the City will have to access and analyze claims data. Provide samples of the types of standard reports and their frequency that will be available to the City.
- 2. Please provide the name, location, and qualifications of the primary contact for the City's account.
- 3. What services would your firm provide for the initial installation of this account? Please provide a timeline for installation of this account. The timeline should begin with notification of contract award and continue through the first month's billing and report.
- 4. Please provide a copy of your standard contract.
- 5. Please provide a listing of all services included in your fee.
- 6. Please provide a sample of the billing format your firm uses most frequently. Describe your billing process and any options available to the City.
- 7. Does your firm require an initial deposit on account? If yes, please explain.
- 8. Please provide your firm's drug utilization review program.
- 9. Please provide procedures your firm has to ensure prescriptions not compatible with an approved workers' compensation claim will not be billed under workers' compensation.
- 10. Does your firm provide any educational materials? If yes, describe.
- 11. Describe your firm's procedure for notifying network providers and familiarizing them with the City's program.
- 12. Describe the online access, administrative capabilities, and services that will be available to the City? Provide your procedures for administering eligibility of claims.
- 13. Please supply information relative to services and reports not already addressed in this questionnaire.
- 14. List any exceptions to your compliance with Sections IV, V and VI of this request for proposals or state your acceptance of these sections.

Financial (45 points maximum)

- 15. Please describe your approach to the use of generic substitutions.
- 16. Please state (with an example) your firm's reimbursement formula. Indicate whether there is a dispersing fee.
- 17. Are you willing to guarantee your reimbursement formula and associated charges? If so, for how long?
- 18. Please detail all costs to the City of Knoxville associated with the services requested in this RFP.
- 19. Will your firm pass rebates on to the City of Knoxville? Please explain and indicate range of rebates that can be expected.
- 20. Using form Exhibit A, please provide the cost your firm would charge for each drug at the listed dosage and quantity.

Support Services

21. Discuss the support services that will be available to the City to assist in adjusting and administering workers' compensation claims. Describe whether these services are providing free of additional cost or what the additional costs will be. Services to assist in management of narcotic prescriptions in of high interest.

Firm Experience and Expertise (10 points maximum)

- 22. Discuss your firm's history providing workers' compensation PBM services. Include success stories.
- 23. Discuss the volume of workers' compensation PBM services your firm currently provides.
- 24. Discuss your firm's experience providing workers' compensation PBM services directly to employers similar to the City of Knoxville. Include success stories.
- 25. Provide reference information for at least two (2) current clients and at least two (2) former clients that have terminated within the past twelve (12) months. Include the name of a contact person and phone number for each.
- 26. Provide information on your firm's quality control procedures.
- 27. Provide information on the performance guarantees your firm will make, including penalties for failure to meet standards.

Pharmacy Availability (15 points maximum)

- 28. Provide a list of all pharmacies within your network in Knox County and each of the counties immediately contingent to Knox County.
- 29. Discuss your network's ability to provide services on a twenty-four (24) hour, seven (7) days a week basis throughout the Greater Knoxville Area.

NON-COLLUSION AFFIDAVIT

State	of			
Coun	ty of			
	, bei	ng first duly sworn,	deposes and says that:	
(1)	He/She is thesubmitted the attached Proposal;	of	, the firm that has	
(2)	He/She is fully informed respecting the all pertinent circumstances respecting		ontents of the attached Proposal and of	
(3) (4)	Such Proposal is genuine and is not a collusive or sham Proposal; Neither the said firm nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attach Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, fix any overhead, profit, or cost element of the proposal price or the proposal price of any oth firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and			
(Sign	ed):			
Title:				
Subso	cribed and sworn to before me this	day of	, 20	
NOT	ARY PUBLIC			
My C	Commission expires			

No Contact/No Advocacy Affidavit

State of
County of
, being first duly sworn, deposes and says that:
(1) He/She is the owner, partner, officer, representative, or agent of
, the Proposer that has submitted the attached Proposal;
(2) The Proposer swears or affirms that he/she will abide by the following "No Contact" and "No Advocacy" clauses:
a) NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Agent (Boyce H. Evans) or Assistant Purchasing Agent (Janice McClelland). Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.
b) NO ADVOCATING POLICY: To ensure the integrity of the review and evaluation process, companies and/or individuals submitting proposals for any part of this project, as well as those persons and/or companies representing such proposers, may not lobby or advocate to the City of Knoxville staff including, but not limited to, members of City Council, Office of the Mayor, Department of Risk Management or any other City staff.
Any company and/or individual who does not comply with the above stated "No Contact" and "No Advocating" policies may be subject to having their proposal rejected from consideration.
Signed:
Title:
Subscribed and sworn to before me this day of, 2
My commission expires:

IRAN DIVESTMENT ACT

Certification of Noninclusion

NOTICE: Pursuant to the Iran Divestment Act, 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 the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee currently uses the State of South Carolina's list, available here:

https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List of persons pursuant to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	-1
NOTARY PUBLIC:	
Subscribed and sworn to before me this da	y of, 2
My commission expires:	

EQUAL BUSINESS OPPORTUNITY PROGRAM

Contracting Component

SECTION I

EQUAL BUSINESS OPPORTUNITY PROGRAM "GOOD FAITH EFFORT PLAN"

The City of Knoxville strongly encourages contractors to employ minority owned businesses and women owned businesses as subcontractors whenever feasible. This is viewed favorably by the City of Knoxville. In fact, the City's goal for minority and women owned business participation is 10 percent of the contract amount.

Prime contractors will consider all competitive sub-bids and quotations received from minority owned businesses (MOB) and women owned businesses (WOB). When a subcontract is not awarded to the MOB/WOB submitting the lowest bid, the prime contractor must document the reason(s) the award was not made in writing. If the Contractor terminates an agreement and/or subcontract with a MOB/WOB, then the contractor is required to strongly consider selection of another MOB or WOB as a replacement.

GOOD FAITH EFFORTS

- 1. Soliciting through all reasonable and available means.
 - a. Advertising
 - b. Written notices to all certified MOB's and WOB's who have the capability to perform the work or provide the service.
 - c. Solicitation of interest must be within sufficient time to allow MOB's and WOB's to respond to the solicitation.
 - d. Faxes, direct mailings, and telephone requests.
- 2. Providing interested MOB's and WOB's with adequate information about plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 3. Negotiating in good faith with interested MOB's and WOB's.
 - a. It is the <u>bidder's/proposer's</u> responsibility to make opportunities available to MOB's and WOB's subcontractors and suppliers and to select opportunities consistent with the available

MOB/WOB business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of MOB's and WOB's considered.

- (1) A description of the specifications for the work selection for subcontracting
- (2) Evidence why agreements could not be reached for MOB's and WOB's to perform the work.
- 4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups, and other organizations on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

SECTION II

MOB/WOB SUBMITTAL TIME FRAME

The Contractor will submit the following forms with the **bid/proposal**:

1. "Statement of Intent for MOB/WOB Utilization" (Form I Attached)

This form will be submitted by the bidder/proposer if he/she plans to subcontract any portion(s) of the work with a MOB and/or a WOB. This form illustrates the areas the Contractor has identified as potential MOB and/or WOB subcontract opportunities and the **dollar value** associated with these opportunities. The purpose of "Form I" is to measure the Contractor's "Good Faith Efforts." It does not commit the prime to subcontracting these areas only to MOB and WOB firms or release the prime from negotiating with MOB/WOB firms for subcontract opportunities.

OR

2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form will be submitted if the **bidder/proposer** does not plan to subcontract any portion(s) of the work and if there are not any sufficient material purchases in which MOB/WOB firms can be utilized. The **bidder/proposer** must certify that this <u>has been</u> a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor certifies that:

- (1) He/she does not typically subcontract on projects of similar scope and dollar value.
- (2) He/she will not enter into any subcontract for duration of the project, and if he/she does decide to subcontract any portion of the work, he/she will: notify the City immediately of the decision to subcontract and adhere to the provision of "Good Faith Efforts" in filling that subcontract opportunity.

The Purchasing Division may request the apparent low <u>bidder/proposer</u> to provide additional information to clarify the bidder's/proposer's responsiveness and intent in this regard.

These documents will be received by the Purchasing Division upon submission of a proposal/bid. Additionally, prime contractors who submit Form I stating their intent to use MOB or WOB subcontractors for any part of the contract are required to report the amount(s) they have paid to these subcontractors on June 30th and December 31st of each year. Failure to submit this reporting data may result in a delay of payments. At the time of the final request for payment, the prime shall submit a Statement of Final Payments to MOB and WOB Subcontractors and Suppliers (Form III attached). Final payment will not be released by the City until Form III is submitted.

SECTION III

DEFINITIONS

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. Black American, which includes persons having origins in any of the Black racial groups of Africa;
- b. A Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, which includes persons who are American Indians or Alaska Native;
- d. An Asian-Indian American, which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. An Asian Pacific Islander, which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U. S. Trust Territories of the Pacific and Northern Marinas.

Minority Owned Business (MOB), Women Owned Business (WOB): A business which is at least (51%) owned and controlled by minority group members or European American female(s). A MOB/WOB is bonafide only if the minority group interests are real and continuing and not created solely to meet the MOB/WOB requirement. In addition, the MOB/WOB must perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must be bonafide. Certification of minority owned businesses and women owned businesses is provided by City Community Relations Office.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least 51% of the voting interests and 51% of the beneficial ownership interests are legitimately held by minorities or European

American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

<u>Subcontractor:</u> Any named person, firm, partnership, or corporation which supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing contract with the contractor on a public contract.

FORM I

STATEMENT OF INTENT OF MOB/WOB UTILIZATION (TO BE SUBMITTED WITH THE BID/PROPOSAL)

we,			_, ao certify that on t	ne
	(Bidder/Propose	er)	•	
	(Project Name)			
()			
(Dollar Amou	int of Bid)			
MOB/WOB's will be empservice(s). The estimated subcontractor(s), vendor(s)	dollar value of the am	ount that we plan to p	ay the MOB or WOI	
	MOB/WOB	Utilization		
Description of Work	MOB Amount	WOB Amount	Name of MOB/V	VOB
			+	
			+	
The undersigned understa MOB(s) /WOB(s) on June is required to report the to completion of the project are met.	e 30 th of each year. Mo tal amount disbursed to	reover, the undersigne MOB(s)/WOB(s) for	d understands that he this project at the	
DATE:	COMPANY NAM	IE:		
SUBMITTED BY:	(Authorized Repr			
TITLE:	(Authorized Repr	esentative)		
ADDRESS:				
CITY/STATE/ZIP CODE				
TELEPHONE NO:				

FORM II

STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING (TO BE SUBMITTED WITH BID/PROPOSAL)

We,	, hereby certify that it is our
	(Bidder/Proposer)
intent to	perform 100 % of the work required for the
	contract.
	(Name of Project)
In making	g this certification, the <u>Bidder/Proposer</u> states that:
1.	It is a normal business practice of the bidder/proposer to perform all elements of this type contract with its own work forces without the use of subcontracts.
	AND
2.	If it is necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the "Good Faith Efforts in providing equal opportunity to MOB/WOB Firms to subcontract the work.
The under statement	rsigned hereby certifies that he/she has read the terms and agrees to the terms of this .
on this do	and title of authorized official of the company and the date must be properly executed cument and a list of previous projects of similar scope and dollar value as stated in attached or the bid may be deemed non-responsive.
DATE:	COMPANY NAME:
SUBMIT	TED BY:
TITLE:	(Authorized Representative)
ADDRES	SS:
CITY/ST.	ATE/ZIP CODE:
TELEPHO	ONE NO:

FORM III

STATEMENT OF PAYMENTS TO MOB/WOB SUBCONTRACTOR(S) & SUPPLIER(S) (TO BE SUBMITTED ON JUNE 30 AND DECEMBER 31 OF EACH YEAR FOR THE LIFE OF THE CONTRACT AND TO BE WITH FINAL PAYMENT REQUEST)

Project:_		Contract#:			
Contract					
Cert. #	МОВ	WOB	Name of Firm / Address & Phone#	Total Amount Paid	Contact Person
-	-		nt is true and that above p		
			me thisd		
Notary Public:					
My Comr Expires:_					

Exhibit

Exhibit A
ALPHABETICAL DRUG LIST

Drug	Dosage	Quantity*	Cost
PROVIGIL	200 mg	34 Day Supply or 100 doses	\$
OXYCONTIN	80 mg	34 Day Supply or 100 doses	\$
SKELAXIN	800 mg	34 Day Supply or 100 doses	\$
LOTREL	10/20 mg	34 Day Supply or 100 doses	\$
CELEBREX	200 mg	34 Day Supply or 100 doses	\$
LIPITOR	40 mg	34 Day Supply or 100 doses	\$
ZOCOR	20 mg	34 Day Supply or 100 doses	\$
ZYPREXA ZYDIS	15 mg	34 Day Supply or 100 doses	\$
мовіс	7.5 mg	34 Day Supply or 100 doses	\$
GABAPENTIN	400 mg	34 Day Supply or 100 doses	\$
AMBIEN	10 mg	34 Day Supply or 100 doses	\$
FENTANYL	50 mcg	34 Day Supply or 100 doses	\$
PREVACID	30 mg	34 Day Supply or 100 doses	\$
PLAVIX	75 mg	34 Day Supply or 100 doses	\$
NORVASC	5 mg	34 Day Supply or 100 doses	\$
BUSPIRONE HCL	10 mg	34 Day Supply or 100 doses	\$
TOPROL XL	50 mg	34 Day Supply or 100 doses	\$
ULTRAM	200 mg	34 Day Supply or 100 doses	\$

LEXAPRO	10 mg	34 Day Supply or 100 doses	\$
LIDODERM	5% Patch	34 Day Supply or 100 doses	\$
DEPAKOTE	250 mg	34 Day Supply or 100 doses	\$
VALIUM	5 mg	34 Day Supply or 100 doses	\$
WELLBUTRIN XL	75 mg	34 Day Supply or 100 doses	\$
LYRICA	75 mg	34 Day Supply or 100 doses	\$
AVINZA	60 mg	34 Day Supply or 100 doses	\$
MEDROL DOSEPAK		34 Day supply or 100 doses	\$

^{*} The City would like to explore offering routine maintenance drugs at a 90-Day supply, but for purpose of this RFP please provide pricing for a 34-Day Supply or 100 doses.