

Anderson County Government

Request for Proposals

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

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

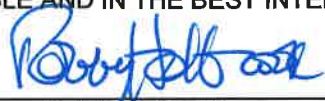
RFP No.: 2017

Date Issued: January 29, 2020

**Proposals will be received until
2:30 p.m. Eastern Time on February 18, 2020.**

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.



Robby Holbrook, Interim Director of Finance

BID DESCRIPTION
Request for Proposals for Medical Administrative Services.



Request for Proposal

for

Anderson County Government

Medical Administrative Services



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





I. Introduction

Goals and Objectives

Anderson County Government (hereinafter referred to as the County) is looking to partner with a vendor that can meet its diverse needs for medical administrative services. Specifically, the selected carrier shall be able to assist the County in achieving the following goals:

- Provide creative cost containment strategies, and/or flexibility for carved-out solutions
- Offer claim savings through negotiated discounts backed by aggressive performance guarantees
- Deliver care management programs that are backed by guarantees on clinical outcomes
- Provide superior service backed by meaningful performance guarantees

Client Information

Client Name	Anderson County Government
Client Information	100 North Main Street Clinton, TN 37716 865-264-6300 62-6000417
Covered Population	Full-time employees working 30+ hours per week
Eligible Employees and Retirees	440
Expected Participation	318
Funding	Self-funded
Stop Loss	Specific Only
Current Vendors	ASO – MedBen (7/1/2019 - current) Stop Loss – Optum (2017 - current) PBM – Ventegra (7/1/2019 - current)

Requested Services

1. Medical administrative services only. Stop loss and pharmacy benefit administration are enrolled with outside vendors and will not be marketed with this request for proposal.

Effective Date: July 1, 2020
Proposal Due Date: February 18, 2020
Broker: Seamus McNally, CBIZ Benefits & Insurance Services
Commissions: Your quote shall include commissions of \$0 per employee per month in your ASO fee.





Proposal Contacts

Direct all communications concerning this Request for Proposal to CBIZ, and copy the County’s Deputy Purchasing Agent. Under no circumstances may a vendor directly contact **other agents** in the County regarding this RFP.

RFP Questions

The County requests that any questions related to this RFP be submitted to Lindsay Drake at ldrake@cbiz.com no later than February 11, 2020. Copy the County’s Deputy Purchasing Agent on any correspondence.

Proposal Schedule

- By February 4, 2020 – Submit an intention to bid to Lindsay Drake at ldrake@cbiz.com. Supporting documentation will be provided to all vendors that submit an intention to bid on February 4, 2020.
- If you elect to decline to quote, advise us prior to February 4, 2020.
- February 18, 2020 – Proposals will be received until 2:30 pm EST. An original hard copy, signed by an authorized representative and marked original, plus three hard copies and an electronic copy must be submitted in a sealed envelope with the required bid number visibly listed to:
 - Katherine Ajmeri, Deputy Purchasing Agent
Anderson County Government
100 North Main Street, Room 214
Clinton, TN 37716-3687
purchasing@andersontn.org
 - An electronic copy must also be emailed to Lindsay Drake at ldrake@cbiz.com.

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

RFP Timing

It is the goal of the County to make recommendations relative to this RFP to the Board of Trustees by February 25, 2020. Finalist presentations will tentatively be held in early March.

Contract Situs

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

Plan Effective Date/Anniversary Date

The proposed plan effective date is July 1, 2020. Future plan anniversary dates shall be July 1. The County anticipates issuing a 1 year contract from July 1, 2020, with the option to renew for 4 one-year terms.

Rights to Records

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





Cancellation Provisions

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

Hold Harmless

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

Confidentiality Agreement

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

Vendors Errors/Omissions

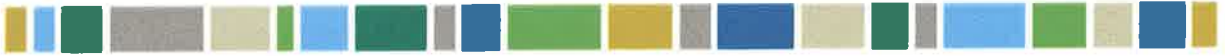
Neither the County nor CBIZ will be responsible for errors or omissions made in your proposal. You will be permitted to submit only one set of proposals. You may not revise or withdraw submitted proposals after the deadline date. After that, revisions to your original submission will not be allowed except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

Named Claims Fiduciary

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

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





II. Plan Design / Benefits

The County currently offers active employees and grandfathered retirees a choice of two medical plans. See attached plan documents for detailed information on plan design as well as plan summaries and Employee Benefit Booklet.

Medical

1. The County offers access to the on-site clinic for employees, retirees, and dependents over the age of 2 enrolled in the health plan. Services are covered at 100% for those enrolled in either of the medical plans.
2. Gold and Silver plans include 4th quarter carryover for deductible credit. Plan deductible runs January – December.
3. The County offers coverage for bariatric surgery (pre-certification is required).
4. Grandfathered retirees under the age of 65 are currently offered medical coverage. As of December 31, 2018, new early retirees are no longer eligible for benefits. See SPD for more details.

	Option 1 Gold Plan	Option 2 Silver Plan
Deductible	\$1,000 / \$2,000	\$2,000 / \$4,000
Out-of-pocket max	\$3,000 / \$6,000	\$4,000 / \$8,000
Percentage payable	80%	70%
Deductible accumulation	Embedded	Embedded
Preventive services	100% covered	100% covered
Primary care visit	\$25 copay	\$35 copay
Specialist visit	\$40 copay	\$50 copay
Chiropractic services	\$50 copay	\$50 copay
Urgent Care services	\$50 copay	\$75 copay
Hospital services	80% after ded.	70% after ded.
Emergency room	\$500 copay, then covered at 100%	70% after ded.
RX Deductible	\$125 / \$250	\$250 / \$500
RX Out-of-pocket max	\$1,500 / \$3,500	\$2,000 / \$4,000
Prescription Drugs	See SPD for a complete description of Rx copays	

See SPD and SBCs for full benefit details.



III. Questionnaire & Vendor Requirements

Requirements of the Plan

Vendor must provide the following:

1. The County's plan deductible will run on a calendar year basis (January 1 – December 31).
2. Selected carrier must allow PBM and stop loss carve outs. Proposals contingent upon bundling pharmacy and/or stop loss will not be accepted.
3. Selected carrier must provide monthly claims review via phone call, as well as semi-annual in-person claims review.
4. Proposal must include a full breakdown of total administration costs.
5. Selected carrier must provide online access to claims and utilization data at no additional cost. Raw claims data must be submitted to the CBIZ Data Analytics vendor at no additional cost.
6. The County must review all client-specific communications pieces (letters, flyers, and inserts) before they are sent to employees.
7. Selected carrier must be able to provide all COBRA services on behalf of the County (whether in-house or through an outside vendor) including medical, dental, vision and flexible spending account.
8. Selected carrier must be able to provide eligibility data to the on-site health clinic. Are there any additional fees that would apply in this arrangement?
9. At least five references in total shall be provided, and one of those five must be a former client. Representation of government agencies (especially those in Tennessee) will receive significant regard.

RFP Questions

1. Does your carrier allow pre-authorization carve-outs and work with Quantum, Accolade, or similar services?
2. Outline any measurable unique cost containment strategies, such as emergent vs. non-emergent ER copays; centers of excellence; or healthcare transparency (i.e. Healthcare Bluebook), patient advocacy, and value-based programs.
3. Does your carrier use a third party administrator for services such as durable medical equipment, chiropractic, and mental health? If so, is it possible to add local providers to this network, if they aren't already included?



4. Identify if Utilization Review (UR) is included as part of your services. If this is included, is this handled in-house or by an outside vendor? Also, describe how individuals are reported to UR and/or medical management and the procedures involved.
5. Does your carrier allow access to provider discount information at the request of the client? For example – the client may request the allowable amount for a specific CPT code. Would your carrier be willing to release this type of information?
6. Will you be able to provide a wellness credit of \$25,000 for the company wellness program (without a direct offset increase to the ASO fee)?
7. Do you provide assistance for onsite open enrollment meetings? If so, is there an additional cost?
8. Does your carrier offer a Flexible Spending Account? If so, include pricing and the resources available for this benefit.

Financial

1. The medical administration fees include commission of \$0 per employee per month.
2. If awarded the County's business, your organization will be liable for run-out administration upon termination of your contract. There will be no additional charge for run-out claim processing for the first twelve months following termination. Services for run-in claims processing shall also be included in your proposal.
3. Shall you be awarded this business, you agree to assist with transition of data (deductibles and out of pocket amounts; pharmacy files, etc.) in the future shall the County select a new vendor at no additional cost.

Implementation and Administration

1. The County uses the NeoGov enrollment system. Do you currently receive eligibility files from this vendor? Are there any additional fees or charges associated with NeoGov eligibility feeds?
2. Confirm that you will be able to supply eligibility and claims data to a third party vendor (such as a pharmacy benefit administrator). Are there any additional fees that would apply in this arrangement?
3. Describe your administrative fee billing process. What are the methods the County can use for providing payment?
4. Describe your claim invoicing process including funding frequency, banking requirements, etc.



5. Confirm that your organization will handle all necessary reporting to comply with state requirements. Document any state reporting which you will not provide.
6. Is there 24/7 live customer service available to members? If not, state the hours including time zone of customer service's availability and how you handle night/evening and weekend calls.
7. Provide the estimated member resolution timeframe.

Claims Administration

1. The County reserves the right to independently audit the medical claims periodically with the auditor of their choice. No additional fees from your organization shall be assessed in conjunction with this audit. In addition, your full cooperation with the recoupment of overpayments is expected. Confirm this is acceptable and/or note any restrictions on audits.
2. Will your organization assume the role of claims fiduciary? If so, confirm that this is included in your quoted fees.
3. Confirm that your organization will administer all levels of claim appeals as required by law, including the coordination of external reviews when necessary. Confirm that there is no additional charge for the handling of these appeals.
4. How do you determine allowed reimbursement for out-of-network charges? What percentile is applied and what is your data source? Are there several options available to the County?

Network Discount Guarantee

1. Describe any network discount guarantee that is available for the County.
2. Describe how you determined the estimated achieved discount.
3. In determining the average, aggregated discount what percentage weightings for utilization were applied to the following claim categories?
 - a. Inpatient Hospital
 - b. Outpatient Hospital
 - c. Physician/Other
4. Does your network savings guarantee apply to all in-network claims only? Does your network savings guarantee apply to all directly contracted and rental networks?
5. Does your network savings guarantee apply to secondary network claims (not considered in-network)?
6. Does your network savings guarantee apply to any out-of-network claims?



7. Is your network savings guarantee subject to change based on actual claim utilization (inpatient vs. outpatient vs. professional/other) for the guarantee period? If so, how is this calculated?
8. Discount Calculation – Are any charged/submitted amounts reduced for any of the following when calculating your achieved discount? If so, indicate.
 - a. Hospital bill Audit Savings
 - b. Fraud Savings
 - c. UR Savings
 - d. UM Savings
 - e. Prompt Pay Discount Savings
 - f. COB Savings
 - g. Subrogation Savings
 - h. Any other savings included in your calculation not listed here (provide detail)
9. Are any charged/submitted amounts reduced for any of the following when calculating your achieved discount? If so, indicate
 - a. Claims in excess of a specific amount (i.e., Specific Stop Loss or dollar amounts)
 - b. Claims in excess of Hospital Stop Loss Contractual Amount
 - c. Transplant Claims
 - d. Claim treatments under a Disease Management program
 - e. Claims incurred on a specific group of participants (If so, indicate the group(s))
 - f. Specific services or claim categories (i.e. ER treatments, MHSA services, DMD, injectable drugs, maternity, etc.
10. Detail any other customer specific claims which would be excluded from your discount calculation not listed above.
11. Is the network discount you proposed adjusted for the impact of future contract changes? If yes, for each of the customer's top ten major markets; outline the impact of the forward pricing (i.e. how much the discount has improved/eroded over the current period). Outline the base period over which the future discount was projected.
12. For purposes of discount calculations, how are claims handled that are billed at or below your negotiated level?

Guarantees

1. What is the total amount of dollars at risk for all of your guarantees combined?
2. Describe the services (service, clinical outcomes, discounts, trend, etc.) that are guaranteed and how the total amount at risk is allocated between them. Note that the County is not interested in guarantees on metrics such as average speed of answer, abandonment rate, claim processing timeliness, etc. The County prefers that all guarantees be meaningful and based on their



population. A significant percentage of your fees at risk shall be based on the County's subjective evaluation of your organization's performance.

Care Management

1. Indicate if the following services are performed in-house by your organization, outsourced (identify vendor), or not provided at all. If there is an additional fee for any of these services, identify the following.

Service	In-house	Outsource	Not Available	Fee, if any	Fee Basis
Pre-admission certification					
Concurrent Review					
Retrospective Review					
Discharge Planning					
Disease management					
Large case management					
Maternity management					
24/7 Nurse line					
Predictive modeling					
Other (describe)					

Reporting

1. The County requires monthly claim experience reports which provide paid claims and enrollment by plan. In addition, a monthly claims call must be facilitated by the carrier each month. Confirm that you can provide this type of reporting and delivery.
2. The County requires online access to a claim reporting system that provides key utilization metrics (inpatient results, MDCs, high claimants, etc.). Confirm that this is available and that there is no limitation on the frequency of use.
3. Does the online utilization reporting system have drill down capabilities?
4. Identify the frequency and level of detail of reporting on your care management efforts.
5. The County requires monthly feeds of medical and pharmacy claims to CBIZ's Data Analytics Vendor, such as NavMD or VERISK claims data warehouses, and CareHere. Confirm you will provide these file feeds for no additional cost.





Financial

1. Complete the table below with your fees assuming that pharmacy is carved out to a third party. Fees shall be quoted on a per employee per month basis. Indicate if the below listed services are included in your quoted fee or if they are additional (if additional, indicate the charge on a per employee per month basis).

	7/1/2020
	Medical Only
Medical Administration	
Pharmacy Administration	n/a
Network Access	
Utilization Management	
Disease Mgmt	
Telemedicine	
24/7 Nurse Advice Line	
Maternity Management	
Predictive Modeling	
Claim Fiduciary	
Runout Administration (1 year)	
Other (specify)	
Total Fee PEPM	
Assumed # of Employees	318
Grand Total Annual Fees	

2. Identify if any of the above fees are paid through the claim bank account rather than on the administrative fee invoice. Estimate the annual cost of these fees for the County.
3. Identify any other payments that are made through the claim account (other than fee-for-service claim payments) and provide an annual cost estimate.
4. Describe any percentage of savings fees that your organization retains (such as an out-of-network discount program). How are these fee paid by the County? What is the annual expected cost of these fees?
5. Confirm that your fees include the cost of future runout claims administration for twelve months following the termination of this contract.

IV. Network Information

1. Provide Geo Access results for each network you are proposing based on the employee zip codes in the census' provided using the following access standards:





Primary Care Physicians	2 within 10 miles
Specialists	2 within 10 miles
Hospitals	1 within 15 miles
Mental Health/Substance Abuse	2 within 10 miles
Convenience Care Clinic	1 within 10 miles

Your results shall include data on employees who match and who do not match the above criteria.
Note: PCPs include General/Family Practice, Internists, and Pediatricians; only include physician offices that are currently accepting patients in your Geo Access results.

Complete the charts below for each provider type listed above.

THE COUNTY	PCP (2 w/in 10)	Specialist (2 w/in 10)	Hospital (1 w/in 15)	MH/SA (2 w/in 10)	Conv Care (1 within 10)
Total # of providers					
# of plan participants included in analysis					
# of plan participants NOT included in analysis					
% meeting access standard					
% not meeting access standard					
Average distance to nearest provider for those not meeting access std					
Key cities/towns where 25 or more participants do not have access					

2. Vendors that submit a request to bid will receive a full claims file for claims paid that shows billed charges for medical claims. Re-price these claims using the actual contract reimbursements that were in place as of July 1, 2019. For this analysis, adhere to the following requirements:
 - a. Provide your actual provider-specific fee schedule by inpatient facility, outpatient facility, and professional; do not provide average discounts
 - b. Reimbursements shall be based on the provider's network participation with your organization as of July 2019
 - c. Do not exclude catastrophic claims
 - d. You shall exclude non-covered services and duplicate claims
 - e. You shall also exclude any charges associated with Medicare payments





- f. Do not make any assumption for member cost share or coordination of benefits; provide the total allowed amount only

Upon completion of your analysis, provide a summary of the results that shows your billed charges, total allowed amount, and the corresponding discount by in-network and out-of-network. This shall further be broken down by inpatient facility, outpatient facility, and professional charges.

	<i>In-Network</i>				<i>Out-of-Network</i>			
	Billed Charges	Allowed Amount	Discount (\$)	Discount (%)	Billed Charges	Allowed Amount	Discount (\$)	Discount (%)
Inpatient facility								
Outpatient facility								
Professional								
Total								

V. Attachments

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

VI. Documents

The following documents will be provided to carriers who submit an intent to bid:

1. Census of eligible employees and COBRA participants
2. Current SPD and SBCs
3. Claims experience –
 - a. monthly claims and enrollment
 - b. high claimants
4. 2019 ASO rates
5. ASO contract
6. Current stop loss agreement
7. Medical claim file for re-pricing

General Terms and Conditions

BID ENVELOPE SUBMISSION INSTRUCTIONS:

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

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

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

Email: purchasing@andersontn.org
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>.

Attachment 1
BID NUMBER: 2017 – Medical Administrative Services

SECTION 1 - BID INFORMATION

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

Addenda 1 _____ Addenda 2 _____
Addenda 3 _____ Addenda 4 _____

SECTION 2 - VENDOR INFORMATION

Vendor Name

Vendor Address

City

State

Zip

Telephone Number

Contact Person *(Please Print)*

E-Mail Address

Taxpayer Identification Number, Social Security or
Employer Identification Number:

State of Tennessee Business License Number:
License # _____

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

Authorizing Signature:

(Please sign original in blue ink)

Attachment 2

Non-Collusion Affidavit

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

Non-Collusion Affidavit

STATE OF _____

COUNTY OF _____

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

I STATE THAT:

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

**DIVERSITY BUSINESS INFORMATION
ANDERSON COUNTY GOVERNMENT**

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

IMPORTANT! NOTARY AND COPY OF CERTIFICATION REQUIRED

SECTION 6 – DIVERSITY INFORMATION

VENDOR/CONTRACTOR NAME: _____

Type of Company: (Check One)

Corporation Partnership Limited Liability Sole Proprietor

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

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

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

Please name the entity of certification: _____

Please provide copy of certification letter or certificate

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

Signature: _____ **OFFICER OF THE COMPANY**

Name: _____ **Title:** _____

NOTARY ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

ON _____, 20____, BEFORE ME, _____,

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

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE OF NOTARY: _____

PRINTED FULL NAME OF NOTARY: _____

MY COMMISSION EXPIRES: _____

**Attachment 4
Insurance Requirement Acknowledgment**

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

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

- | | | | |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| 1. | <input checked="" type="checkbox"/> | 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