

# Anderson County Government

## Request for Proposals

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

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

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**RFP No.: 4930**

**Date Issued: February 4, 2019**

**Bids will be received until  
2:30 p.m. Eastern Time on March 11, 2019**

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

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



Natalie Erb, Director of Finance

BID DESCRIPTION
Request for Proposals for Health Benefit Program & Associated Services.



**February 1, 2019**

## **REQUEST FOR PROPOSALS #4930**

### **Health Benefit Program & Associated Services**

#### **1. Overview**

Anderson County Government, Tennessee (hereinafter referred to as the County) is requesting proposals for general TPA/ASO services and pharmacy benefit management services for its health benefit plan. The County currently purchases administrative services from BlueCross BlueShield of Tennessee, stop loss coverage from Optum and PBM services from HealthSmart Prescription Benefit Management. Approximately 328 employees and their families are receiving benefits under the County's plan.

The County is also accepting fully insured proposals for its health benefit plan. Fully insured respondents must complete Sections 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, and 3.13.

SHERRILL MORGAN will be coordinating this Request for Proposal.

#### **2. Purpose and Evaluation Method**

The County is seeking general third party administrative or administrative services only (ASO) services and pharmacy benefit management services. The County feels it is prudent to request proposals at this time in order to ensure that it receives the best price and service for its employees, and is able to control the cost of its medical and pharmacy benefits. The Respondent's ability to demonstrate help with managing health care costs will be considered. The County is also interested in obtaining exceptional customer service.

The County will contract directly with organizations capable of performing the requirements of this Request for Proposals. Respondents must be represented directly. Participation by brokers or commissioned agents will not be allowed during the proposal process or during the term of the contract. Respondents may submit a partial proposal. If a partial proposal is being submitted, the services being proposed must be clearly defined and all sections of this Request for Proposals pertaining to those services must be completed. Respondents submitting a proposal for all of the services described in this Request for Proposals must specifically address all of the requirements in Section 3 of this Request for Proposals and must also complete Sections 5 and 6 of this Request for Proposals. Section 6 should be completed separately for each PBM proposed, if more than one. Section 3.3 should be completed separately for each PPO proposed if more than one.

Some of the services requested will be evaluated on a point system. The points allotted to each service are listed throughout this document. There are **100** total points possible. **Partial points may be awarded** based upon the strengths and abilities of the respondent to provide some portion of the desired services. Other services, such as customer service and the overall cost for the services offered will be evaluated on a subjective basis.

A summary of current and proposed plans will be provided upon request. Claims reporting for stop loss will be provided upon request. Requests for data will not be considered an addendum request for clarification. Any request for data, questions or requests for clarification must be directed to both the email addresses listed below:

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
[robin@sherrillmorgan.com](mailto:robin@sherrillmorgan.com)

### **RFP TENTATIVE SCHEDULE**

<b><u>EVENT #</u></b>	<b><u>DATE</u></b>	<b><u>DESCRIPTION</u></b>
1	02/05/19	The County Issues RFP
2	02/25/19	Preferred Deadline for Written Questions
3	02/27/19	Addendum Issued to Answer Questions
4	03/11/19	Deadline for Submittal of Proposals
5	03/25/19- 03/29/19	Respondents interviewed by the County
6	04/23/19	Contract Award

### **3. General Requirements *(Evaluated on the point system described above)***

#### **3.1 Plan Design (Point Value: 5 Points)**

A complete plan document re-write must be completed by the successful respondent and any costs associated with preparation of this document must be included in the fees quoted. Also, respondents must demonstrate the ability to administer ERISA-exempt plans and the regulations of the State because of this exemption. Please describe your ability to assist the County in these and other compliance issues, including those relating to federal health care reform legislation and associated regulations.

#### **3.2 Pharmacy Program (Point Value: 15 Points)**

The County is seeking a pharmacy benefit manager (PBM) to administer its prescription drug program. **Pharmacy pricing must be stated on a fully transparent and pass-through basis. Proposals must include 100% of rebates retained by the County.** Please complete the attached Pharmacy Benefit Manager Questionnaire for each PBM option submitted. Points will be given for employee on-line access to the participating pharmacy list, formulary lists, and personal pharmacy information. Points will also be given for access to a pharmaceutical consultant, preferably a licensed pharmacist, who can analyze the County's pharmacy program and make recommendations. The County may also negotiate PBM services outside of the scope of this RFP or directly with pharmacy benefit vendors.

#### **3.3 PPO Network (Point Value: 20 Points)**

The County currently utilizes the BlueCross BlueShield provider network. The top facilities currently utilized by the County are Methodist Medical Center, Parkwest Medical Center, University of Tennessee Medical Center, Fort Sanders Regional Medical Center, East Tennessee Children's Hospital and NHC Healthcare. The TPA/ASO must either be able to continue the present network arrangements, or provide other network options.

TPA/ASO respondents proposing other network options should provide average discounts for the top five hospitals in the proposed network on both an inpatient and outpatient basis, and should also provide average provider discounts for the proposed network for providers in the 37716 zip code. Respondents proposing other network options should also submit a GeoAccess report with the following minimal parameters: 2 primary care physicians within a 5-mile radius; 2 specialists within a 10-mile radius; 2 pediatricians within a 10-mile radius; 2 OB/GYNs within a 10-mile radius, and 1 hospital within a 10-mile radius. A disruption report may be required of finalists.

### **3.4 Stop Loss (Point Value: 10 Points)**

The County is requesting illustrative stop loss proposals at this time. The County's current stop loss contract is with Optum. Respondents must indicate if they are an approved TPA with Optum. The specific deductible is \$100,000. The County also purchases aggregate coverage. The County will entertain proposals with higher specific stop loss deductibles, but a \$100,000 specific deductible option must be quoted. The County currently has a 24/12 contract for both specific and aggregate. Only 24/12 or Paid Contracts will be considered. Currently, medical and prescription drug claims are covered under the specific and aggregate and The County is requesting that this remain the same with the new stop loss coverage.

Current specific rates are:	Single \$58.60; Family \$144.21
Current aggregate rate is:	\$4.48
Current aggregate factors are:	Single \$617.77; Family \$1,486.31

The group currently has and requires a no new laser with a rate cap.

If necessary, further negotiation with successful respondents regarding stop loss will be permitted after the deadline. **Stop loss should be quoted net of commissions.**

### **3.5 Utilization Review/Medical Management (Point Value: 5 Points)**

Please identify if your utilization review is a part of your services and whether it is an in-house service or provided by an outside vendor, and whether you're UR/medical management is URAC-accredited. Also, please describe how individuals are reported to UR/medical management and the procedures involved.

### **3.6 Disease Management/Wellness Programs (Point Value: 5 Points)**

Respondents should provide information on disease management and wellness programs they offer. Discuss ability to provide a Gaps in Care component to wellness programs offered.

### **3.7 COBRA (Point Value: 5 Points)**

The chosen TPA/ASO must be able to provide COBRA services on behalf of the county. Please indicate whether COBRA administration is provided in-house or through an outside vendor.

### **3.8 On-line Capabilities (Point Value: 5 Points)**

The County would like as much on-line access as possible to the plan information for management purposes as well as, but not limited to, the ability to monitor claims, run reports and make enrollment changes online. Consideration will be given to whether

vendors allow employees to check personal information on-line. Any additional cost for this service should be quoted separately.

### **3.9 Section 125 (Point Value: 5 Points)**

The County offers a Flexible Spending Account and Dependent Care Account. The County would like members to be able to use a debit card in conjunction with these accounts and view their detailed account information online.

### **3.10 Dental/Vision Administration (Point Value: 5 Points)**

The County's current dental plan is with Delta Dental and the vision plan is with VisionBlue. The County may consider increasing the dental and vision benefits in the future. Respondents should indicate whether they can administer The County's current dental and vision plan designs. Points will be allotted for dental/vision administration, on-line capabilities, and for providing a dental network. Respondents wishing to bid only on dental or vision coverage may do so.

### **3.11 References (Point Value: 10 Points)**

At least five references in total should be provided, and one of the five must be a former client. Representation of government agencies, especially those in Tennessee, will receive significant regard.

### **3.12 Run-in/Run-out Claims**

Run-in claims may be negotiated with successful respondents, and services for run-in should be quoted.

### **3.13 Additional Criteria (Point Value: 10 Points)**

All proposals must be submitted in writing. Criteria that will be used to determine award of the contract will include but will not be limited to the following:

- a. The cost per employee per month for all services. Cost quoted must be guaranteed for at least a one-year period following acceptance.
- b. References provided.
- c. The qualifications and experience of the Respondent's staff and associated vendors. **Please describe.**
- d. The scope and degree of services provided.
- e. Thoroughness and usefulness of reports provided to the County on a monthly basis. **Please describe your reporting package and provide examples.**
- f. On-line services not already described above. **Please describe.**
- g. The ability to work with related vendors. **Please describe.**
- h. Demonstrated customer service. **Please describe.**

- i. Claims turnaround time. **Please state your average clean claim turnaround time.**
- j. Size/scope of the PPO network.
- k. Thoroughness of the response to the RFP.

#### **4. Specifications**

##### **4.1 Procurement Process**

- a. Proposals will be received by until 2:30 P.M., Eastern Time on **March 11, 2019.**
- b. An original hard copy, signed by an authorized representative and marked original, plus 3 hard copies and a CD electronic copy are required to be submitted in a sealed manner to:

Katherine Ajmeri, Deputy Purchasing Agent  
Anderson County Government  
100 North Main Street, Room 214  
Clinton, TN 37716-3687

- c. Proposals, modifications, or corrections received after the scheduled closing time of the receipt of proposals will not be considered. The County is not responsible for delays in delivery by mail, courier, etc.
- d. No submitted proposal may be withdrawn for a period of sixty (60) days after the scheduled closing time of the receipt of proposals. The County reserves the right to accept or reject proposals, in part or in whole, and issue additional RFPs as necessary.
- e. No oral interpretation will be made to any Proposer as to the meaning of the proposal specifications or any part thereof. Each written request for clarification or interpretation shall be made to both the emails addresses listed below:

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
[robin@sherrillmorgan.com](mailto:robin@sherrillmorgan.com)

NOTE – It is the intent of the County to issue one (1) addendum, if necessary. Written request for clarification and/or interpretation must be submitted in writing by email to both [purchasing@andersontn.org](mailto:purchasing@andersontn.org), [robin@sherrillmorgan.com](mailto:robin@sherrillmorgan.com) by the end of the business day, **February 25, 2019**, and addendum will be issued by 4:00 P.M., Eastern Time, on **February 27, 2019.**

Any and all addenda shall become part of the specifications and all Proposers shall be bound by such addenda, whether or not received by Proposer.

Nothing in this RFP or addenda shall create a contract or obligate the County to enter into any contract.

Successful respondents will need to be available for interview during the time period of **March 25 – March 29, 2019.**

#### **4.2 General Terms and Conditions**

- a. Taxes – The County is exempted from Federal Excise Taxes, State of Tennessee and local sales taxes and Proposer must quote prices which do not include such taxes, unless by law the taxes must be a part of the price. Exemption Certificates will be furnished upon request.
- b. Indemnification – Proposer agrees to indemnify and hold the County, its directors, officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of the agreement. The County will not indemnify the successful Proposer.
- c. Patent Liability – The successful Proposer, at his own expense, will defend any suit which may be brought against the County to the extent that it is based on a claim that the goods furnished through a contract/agreement infringes a United States patent, and in any such suit will pay those costs and damages which are attributable to such claims and finally awarded against the County.
- d. Limitation of Remedies – Any remedies in the Proposer's Proposal, to include Agreement, License Product Agreement, Terms and Conditions, Literature, etc., that may be considered in agreement to waive the legal rights of the County may be considered cause for rejection.
- e. All agreements related to the purchase and sale of any product pursuant to this bid document will include the following conditions: "Notwithstanding anything in this section to the contrary, any provision or provisions of this Section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including Appellate review if pursued, to violate the laws or Constitution of the State of Tennessee."
- f. Insurance – During any work performed by the successful Proposer(s) on the premises of the County or otherwise, the successful Proposer(s) agrees to take such measures as to effectually prevent any accident to persons or property during or in connection with the work; and especially to indemnify and save harmless the County from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any persons, including without limitation, as to both property damage and bodily injury, and the Proposer and the County and their representative agents and employees, occasioned in any way by the acts or omissions of the Proposer, or the Proposer's agents, employees, during or in connection with said work, excepting only property damage, bodily injury or death caused by the sole negligence of the County, its agents or employees.

The successful Proposer shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and from any claims for bodily



injuries, including death, either to its employees or others, and from all claims on account of property damage, which may arise in connection from said work.

All Certificates of insurance and policies shall contain the following clause: "The insurance covered by this Certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County."

The County shall be named as an additional insured on a primary and non-contributory basis on the general liability policy.

Insurance required with a minimum of One Million Dollars (\$1,000,000.00) limits are Comprehensive General Public and Professional Liability, Comprehensive Automobile Liability and Owner's Liability. Malpractice Insurance is required with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence, Five Million Dollars (\$5,000,000.00) aggregate. This requirement will be effective for the life of any contract/agreement entered into by the Proposer and the County.

- g. F.O.B. – All prices will be quoted F.O.B. Clinton, Tennessee delivery to the County's location shall be without additional charge, if applicable.
- h. By submission of a signed Proposal, the Proposer certifies total compliance with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.
- i. Contracts and purchases will be made or entered into with the lowest, responsible, compliant Proposer meeting specifications for the particular grade or class of material, work or service desired in the best interest and advantage to the County. Responsible Proposer is defined as a Proposer whose reputation, past performance, and business and financial capabilities are such that he would be judged by the appropriate County authority to be capable of satisfying the County's needs for a specific contract or purchase order.
- j. The County reserves the right to determine the low Proposer either on the basis of the individual items or on the basis of all items included in its Request for Proposal, unless otherwise expressly provided in the Request for Proposal. The County reserves the right to accept any item or group of items of any kind and to modify or cancel in whole or in part, its Request for Proposal.
- k. All contracts or purchase orders issued for this award will be governed by the laws of the State of Tennessee. Arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the contract or purchase order and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state or federal courts for Anderson County Government, TN. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state or federal courts for the Anderson County Government, Tennessee.
- l. The County, in accordance with its governing directives, reserves the right to reject any and all Proposals, to waive any informality or irregularities in Proposals and unless otherwise specified by the Proposer, to accept any item.

- m. All contracts, purchase orders, and any documents or material obtained by the County may be subject to disclosure in whole or in part pursuant to the Tennessee Open Records Act without regard to any provision contained in the document declaring information confidential.
- n. All contracts or purchase orders will include a provision that is not assignable by the Proposer without the written consent of the County.
- o. Vendor must provide the County with a recent SSAE 16 SOC 1 assessment ensuring your organization has developed and has in place all required information security and operational specific policies and procedures for SOC compliance.

#### **4.3 Approval by Regulatory Authorities**

Respondents shall be approved by the appropriate regulatory authorities in the State of Tennessee to provide the services herein described.

#### **4.4 Compliance with Laws**

Respondent's contracts shall comply with applicable Federal, State, and Local statutes, rules, and regulations.

#### **4.5 Financial Statements**

Respondents shall furnish the latest statements showing the Respondent's financial condition at the County's request, as well as any subsidiary statements or explanations that the County may request. Please provide financial ratings for any stop loss carriers included in your proposal.

#### **4.6 Consequence for Unsatisfied Requirements**

Failure to meet specifications as outlined or failure to provide any of the information asked for or addressed in this request in a manner which will permit thorough assessment of a provider's program may be grounds to reject any proposal.

#### **4.7 Assignment**

The successful Respondent shall not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title or interest therein, without prior written consent of the County. Such consent by the County shall not relieve the assignor of liability in the event of default by the assignee.

#### **4.8 Contract Term and Effective Date**

The contract for the County will cover a one-year period and will commence on JULY 1, 2019 and will end on JUNE 30, 2020. The contract may be renewed for like terms on the anniversary date upon written notice by the County. The contract can be

terminated by the County with at least thirty days' prior written notice of termination. The option to renew annually will be considered, with a maximum of 5 years permitted.

**5. Additional Quote Requirements for TPA/ASO & Associated Vendors**

**\*Please attach this form to the front of your proposal\***

**ATTACHMENT TO RFP: ADMINISTRATIVE SERVICES**

**Third Party Administrator or ASO Provider:** \_\_\_\_\_

**Contact Information:** \_\_\_\_\_

*This form must be completed according to how administrative fees are applicable to your organization.*  
❖ *All rates should be provided as a **PEPM (per employee per month)** charge unless otherwise indicated.*

**Base Administration** \_\_\_\_\_

**COBRA Administration** \_\_\_\_\_

**Utilization Review/Medical Management** \_\_\_\_\_

**Name of UR/Case Management Organization** \_\_\_\_\_

**Disease Management/Wellness Program Fee** \_\_\_\_\_

**PPO Administration/Coordination Fee** \_\_\_\_\_

**PPO Access Fee** \_\_\_\_\_

**Rx Administration/Coordination Fee** \_\_\_\_\_

**Medicare Part D Notices & Testing** \_\_\_\_\_

**HRA Administration** \_\_\_\_\_

**Other Fee** \_\_\_\_\_

**TOTAL MONTHLY FEES** \_\_\_\_\_

**Other Annual Fees (if applicable)** \_\_\_\_\_

**Setup (One time fee)** \_\_\_\_\_

**Are on-line administrative services available?** \_\_\_\_\_

**Is a copy of your EOB included?** \_\_\_\_\_

**Rate guarantees (please specify)** \_\_\_\_\_

**6. Pharmacy Benefit Manager Questionnaire**  
**Please complete for each PBM offered as part of this proposal**

THE COUNTY requests that each Pharmacy Benefit Manager confirm its stance on the following contractual and administrative issues.

*Pricing must be stated on a fully transparent and pass-through basis.  
Proposals must include 100% of rebates retained by the County.*

**Please Insert the Name of PBM:** \_\_\_\_\_

**1. Pricing**

- a. Affirmatively state whether the proposed PBM's pricing is quoted on a fully transparent and pass-through basis, and whether 100% of rebates will be passed through to the County.
- b. Does the proposed PBM own its pharmacy network? If not, please identify the network it uses and state whether the network passes through all discounts to the PBM.
- c. Does the proposed PBM own its claims processor? If not, please identify the claims processor it uses and state whether the processor passes through all discounts to the PBM.
- d. Does the proposed PBM own its mail order vendor? If not, please identify the mail order vendor it uses and state whether the mail order vendor passes through all discounts to the PBM. Please also state whether the County may use a mail order vendor other than the one used by the PBM.
- e. Does the proposed PBM own its specialty drug network? If not, please identify the specialty drug network it uses (if any) and state whether the specialty drug network passes through all discounts to the PBM. Please also state whether the County may use a specialty drug network other than the one used by the PBM

**2. Corporate Capabilities**

- a. Identify the staff that would be directly involved with the County's contract, along with their titles and responsibilities with respect to the group.
- b. Identify three references of clients similar to the County.

**3. Maximum Allowable Costs**

Describe your MAC program including discounts and maintenance procedures.

#### **4. Rebate Management**

a. The County requests the access and right to audit all records regarding rebates with drug manufacturers as it pertains to the County. Please describe your current policy and scope for outside audit procedures.

b. Do you utilize a rebate processor? If so, does your rebate processor pass through 100% of rebates to you?

c. Describe the process for recommending formulary changes in conjunction with rebate contracts in order to obtain the most cost effective net per member per month cost.

#### **5. Price Proposal**

a. Identify the administrative services fee per employee per month (PEPM). Identify all of the administrative services included in this fee. If there are any other charges that will be assigned to other services please identify these services and the associated fee. Any fees not identified will be assumed to be part of the administrative services included in the PEPM service fee.

b. Identify retail dispensing fees.

c. Identify mail order dispensing fees.

d. Identify proposed specialty pharmacy services reimbursement fees and/or current product list as applicable.

e. Identify drug ingredient cost discounts for your block of business for:

- All retail brand claims for the period January 1, 2017-December 31, 2017
- All mail order brand claims for the period January 1, 2017-December 31, 2017
- All retail generic claims for the period January 1, 2017-December 31, 2017
- All mail order generic claims for the period January 1, 2017-December 31, 2017
- All retail brand claims for the period January 1, 2018-December 31, 2018
- All mail order brand claims for the period January 1, 2018-December 31, 2018
- All retail generic claims for the period January 1, 2018-December 31, 2018
- All mail order generic claims for the period January 1, 2018-December 31, 2018

## 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. Late bids will not be considered.

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

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

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

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

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

### **SECTION 1 - GENERAL TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.14 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.**

**1.15 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.

**1.16 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.

**1.17 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.

**1.18 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.

**1.19 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.

**1.20 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** 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.

**1.21 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.

**1.22 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.

**1.23 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.

**1.24 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.

**1.25 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.

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

**1.27 PRICE INCREASE/DELIVERY CHARGES:** Request for price or delivery charge increases must in be received in writing 30-days prior to implementation. The Anderson County Purchasing Agent will review requests and make a determination to continue or cancel services.

**1.28 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.

**1.29 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.

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

**1.31 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.

**1.32 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.

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

**1.34 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.

**1.35 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.

**1.36 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.

**1.37 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.

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

**1.39 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.

**1.40 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>.