STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES, MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 7
FOR PHARMACY SERVICES

DATE: September 11, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 29, 2015
6. Response Deadline	2:00 p.m.	August 18, 2015
7. State Completion of Technical Response Evaluations		September 1, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 2, 2015
9. Negotiations (Optional)	4:30 p.m.	September 3-15, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 17, 2015
11. End of Open File Period		September 24, 2015
12. State sends contract to Contractor for signature		September 25, 2015
13. Contractor Signature Deadline	2:00 p.m.	October 2, 2015
14. Contract Start Date		November 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES, MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 6
FOR PHARMACY SERVICES

DATE: September 8, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 29, 2015
6. Response Deadline	2:00 p.m.	August 18, 2015
7. State Completion of Technical Response Evaluations		September 1, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 2, 2015
9. Negotiations (Optional)	4:30 p.m.	September 3-11, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 15, 2015
11. End of Open File Period		September 22, 2015
12. State sends contract to Contractor for signature		September 23, 2015
13. Contractor Signature Deadline	2:00 p.m.	October 1, 2015
14. Contract Start Date		November 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES,
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 5
FOR PHARMACY SERVICES

DATE: July 29, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 29, 2015
6. Response Deadline	2:00 p.m.	August 18, 2015
7. State Completion of Technical Response Evaluations		September 1, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 2, 2015
9. Negotiations (Optional)	4:30 p.m.	September 3-4, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 9, 2015
11. End of Open File Period		September 16, 2015
12. State sends contract to Contractor for signature		September 17, 2015
13. Contractor Signature Deadline	2:00 p.m.	September 25, 2015
14. Contract Start Date		November 1, 2015

2. **State responses to questions and comments in the table below amend and clarify this RFP.**

   Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

	QUESTION/COMMENT	STATE RESPONSE
1	In regard to pricing, who will be the primary payor, Medicare or the State? Per the RFP: "The Contractor shall process all claims for services through the applicable Medicare Part D program, and invoice the remaining claims to the Tennessee Department of Intellectual and Developmental Disabilities bill TN gov at National Average Drug Acquisition Cost (NADAC)plus a dispense fee". If reading this correctly it seems that Medicare Part D would be the primary payor and TN gov would be the secondary payor. In these instances, our experience has been that the secondary payor pays whatever the OOP expense would be for the patient, a % of the drug billed amount based on where the individual is in their coverage gap.	Medicare Part D is the primary payor.
	If this is correct, billing TN at NADAC would prove difficult, since the drug (and rate) would have been already billed to the primary payor (Medicare). Any clarification would be most helpful.	All references to NADAC are deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00521 below.
2	Would it be possible to obtain a list of current medications, including utilization, for sites listed in solicitation # 00521 and 00520?	Yes, refer to RFP 34401-00521 Amendment 5 Attachment 1. <u>Note</u>: The sites listed in RFP 34401-00521 Attachment 6.6., Pro-forma Contract Section A.3. differs from the attached listing because the attached listing is where service recipients currently reside and the addresses in the *pro-forma* contract are for the new residential sites where residents will be moved to prior to the effective date of the contract.
3	Who is the current contracted pharmacy provider, and could we obtain a copy of their proposal?	Bradley Extended Care, Inc. Yes, a pdf file of their proposal will be emailed to all parties that submitted a notice of intent to propose in response to this RFP.
4	Since answers to questions will not be posted until June 22, would the State consider extending the proposal deadline — to allow time to edit the proposals as necessary based on the State's response?	RFP Amendments 1, 2, 3, and 4 revised the schedule of events.
5	Can you please clarify section B.17 pertaining to the request for references for 3 completed projects? Also, can those requests be from the same people we obtain the other references from (2 larger accounts serviced	References for completed projects is considered to be for past work whereas services under a specific contract/agreement is final. Yes.

QUESTION/COMMENT	STATE RESPONSE
by us)?	
6 Does the pharmacy need to be a Long Term Care Pharmacy?	Yes
7 Is AWP based pricing for Non-Medicare drugs acceptable?	Yes
8 Expected volume of scripts per month?	510
9 Can we submit the reference's contact information in the event the reference does not complete the Reference Questionnaire?	No.
10 In the event Vendor cannot provide the following under sections A.9, A.12, A.13, A.15, A.16, A.19 will our proposal still be considered for review?	Any proposal that cannot comply with all requirements of RFP which includes the pro-forma contract will be deemed non-responsive.
11 Provision of medications in unit dose packaging- Does this mean a single medication in single pack or is multiple medications in a pack an option?	Single daily doses are packaged individually in a single blister pack (30-31 day supply).
12 Can you get a copy of the current contract for the services which are being requested – including any pricing?	Yes, a copy of the existing contact will be emailed to all parties that submitted a notice of intent to propose in response to this RFP.
13 Can "scheduled meds" (Scope A.4) be defined as <u>all</u> maintenance meds (controlled and non-controlled) <u>other than</u> OTCs and vaccinations?	Yes
14 Is there a potential request for intravenous medications where an IV pump, sets, etc., would be requested?	No
15 Is a "30 day supply" (ScopeA.4d) firm, or may weekly or 14 day cyclic unit dose fills be considered to prevent waste? (Billing would still be 30 days post-consumption.)	A 30-31 day supply is firm.
16 Other than new orders, may OTC supplies be replenished on a standard basis, i.e., every Wednesday?	Yes.
17 Other than doctor offices and ER environments, will medication orders be faxed from each home or a particular home? (This will dictate number and placement of fax machines.)	The medication orders are faxed from each home.
18 Are there an expected number of routine deliveries per day? (Does not include stat	Yes.

QUESTION/COMMENT	STATE RESPONSE
deliveries)	
19 Please define medication storage system. (Is this an afterhours medication system (machine), or medication carts, etc?) How are the medication presently stored? Are medication carts required?	No after hour medication system is required. All homes have tackle boxes (supplied by DIDD) that medications are stored in and secured by a lock. These are kept in a locked closet. No medication carts required.
20 All medications not covered under the Med-D will be billed to TDIDD 30 days in arrears, post-consumption. Is it correct that on this 30 day post consumption date, billing will use Medicaid's NADAC pricing for the drug cost component? If so, please define NADAC pricing.	All references to NADAC are deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00521 below.
21 Will an after-hours (ER box) supply of medications be required at each address?	Yes
22 Liquidated damages section (Attachment 2) is vague. Will a performance guarantee with standards/performance measures be provided with the resulting liquidated damages expected?	No.
23 How do AWP and NADAC pricing compare since these are used interchangeably in the RFP text? How are pharmacy surveys used to figure NADAC pricing? Is NADAC pricing comparable to prime vendor pricing?	All references to NADAC are deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00521 below.
24 Who presently services the workload defined in this contract?	Bradley Extended Care, Inc.
25 What is the present dispensing fee/prescription for the contract?	$ 3.00
26 What is the present # prescriptions/patient average or monthly prescription counts?	On average, an individual has 10-12 medications, some as high as 15 medications. We currently have 34 individuals.
27 Is there a resident (visiting) physician or are patients taken out for majority of appointments?	Yes, there is a resident physician and nurse practitioners that handle the majority of appointments.
28 Incontinent supplies are now contracted to particular vendors for Tenncare as well as CMS contracts. Is it reasonable to assume that this contract will not encompass incontinent or other supplies contracted elsewhere (diapers, diabetic strips, etc.)?	Yes.

QUESTION/COMMENT	STATE RESPONSE
29 Who presently administers flu shots for these patients?	Nurses (both state and contract) that work in the homes.
30 Please clarify what information is required in the quarterly progress report (D.13)	The pharmacy needs to do quarterly consultant medication regimen review of all medications, lab work, medication rooms and med pass observations. They need to include a note to the attending Primary Care Physicians with recommendations regarding any concerns that the PCP would need to address regarding lab work, correct dosing, etc.
31 Will there be any Med B items requested?	No
32 Do you have examples of "ad hoc" reports? (A.15.)	No.
33 Both RFPs had that NADAC / AWP discrepancy under Section C. PAYMENT TERMS AND CONDITIONS so they will both need to be edited.	All references to NADAC are deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00521 below.

3. Delete RFP Section 1.4.2.1. **in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Nancy Ternes
Sourcing Account Specialist
Central Procurement Office
Department of General Services
WRS TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(o) 615-253-4008
Nancy.M.Ternes@tn.gov

4. Delete RFP Section 3.2.4. **in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Nancy Ternes
Sourcing Account Specialist
Central Procurement Office
Department of General Services
WRS TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
(o) 615-253-4008
Nancy.M.Ternes@tn.gov

5. **Delete RFP Attachment 6.6., Pro-forma Contract Section C.3. in its entirety and insert the following in its place** (any sentence or paragraph containing revised or new text is highlighted)**:**

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	**Amount** (per compensable increment)				
	YEAR 1	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution, Flu Vaccine Cost per the Average Wholesale Price (AWP)as of the date of dispensing the drugas defined in Contract Section C.3.c. Contract Section A.4.	AWP per each prescription	AWP per each prescription	AWP per each prescription	AWP per each prescription	AWP per each prescription
Dispensing Fee for scheduled drugs Contract Section A.4.	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription
Dispensing Fee for over-the-counter medications Contract Section A.4.	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription
Dispensing Fee purified proteins derivative PPG solution Contract Section A.5.	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit
Dispensing Fee for Flu Vaccine Contract Section A.6.	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit

c. The Contractor shall process all claims for services through the applicable Medicare Part D program, and invoice the remaining claims to the Tennessee Department of Intellectual and Developmental Disabilities – West Region monthly post-consumption. Remaining claims for scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution and flu vaccine shall be paid to the Contractor based upon the Average Wholesale Price (AWP) as published in one of the national drug pricing compendia, as of the date of dispensing the drug.

6. **Add the following as RFP Attachment 6.6. *Pro forma* Contract Section D.31. and renumber any subsequent sections as necessary:**

D.31. Insurance. Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by

this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately.

The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.
All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.
The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

The Contractor shall obtain and maintain, at a minimum, the following insurance coverages and policy limits.

a. Commercial General Liability Insurance

(1) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(2) The Contractor shall maintain bodily injury/property damage with a combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

b. Workers' Compensation and Employer Liability Insurance

(1) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

i. Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

ii. In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

(2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employees fewer than five (5) employees;

ii. The Contractor is a sole proprietor;

iii. The Contractor is in the construction business or trades with no employees;

iv. The Contractor is in the coal mining industry with no employees;

v. The Contractor is a state or local government; or

vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

7. **Delete RFP Attachment 6.6. Pro *forma* Contract Section E.2. Insurance., and renumber any subsequent sections as necessary.**

8. **<u>RFP Amendment Effective Date</u>.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

Medication	Reason for Medication	Cottage
A & D	Skin protection	Clinch
A&D Oint.(Sween cream)	Barrier Protection	Clinch
Acetaminophen 325 mg	Menstrual cramps	Clinch
Actonel	Osteoporosis	Clinch
Albuterol neb	Wheezing	Clinch
Alpha Keri Bath Oil	Dry Skin	Clinch
Amlodipine tab 10 mg (Norvasc)	HTN	Clinch
Artificial tears	Dry Eyes	Clinch
Aspirin	Prevention	Clinch
Benadryl	Increased Salivation	Clinch
Benefiber	Supplement	Clinch
Benefiber	Constipation	Clinch
Beneprotein	Supplement	Clinch
Bisacodyl Suppository 10 mg	Constipation	Clinch
Bisacodyl tablet	Constipation	Clinch
Botox	Spasticity	Clinch
Botox Injection	Spasticity	Clinch
Buspirone tab	Personality Change disorder	Clinch
Calcitrate	Calcium Supplement	Clinch
Calcium Antacid Chewable 500 mg/ tab	Calcium Supplement	Clinch
Calcium Carbonate	Supplement	Clinch
Calcium carbonate 1250/5ml	Supplement	Clinch
Calcium Cit tab 950 mg	Supplement	Clinch
Celexa	Pervasive Developmental Disorder	Clinch
Cerovite	Nutritional Supplement	Clinch
Chlorhexedine solution	Oral hygiene	Clinch
Cit Calcium/ tab Vit D 200 mg/ 250 iu	Osteoporosis Prophylaxis	Clinch
Citracal + D 20mg/250 iu	Osteoporosis	Clinch
Citracal calcium tab with Vit D 200 mg/250 iu	Osteoporosis	Clinch

Medication	Reason for Medication	Cottage
Clonidine tab 0.1 mg (Hold for BP < 95/60, PR < 60)	Personality Disorder	Clinch
Colace	Constipation	Clinch
CombiventRespimat	Wheezing	Clinch
Docusate Cal 240 mg	Constipation	Clinch
Dorzol/ Timol Solution 2-0.5% Opth	Glaucoma	Clinch
ErgoCalcifer sol	Supplement	Clinch
Ergocalciferol Sol 8000/ml	Osteoporosis	Clinch
ErgoCalciferol Vitamin D 800/ml	Supplement	Clinch
Eucerin Cream	Dry Skin	Clinch
Fenofibrate (Tricor)	Hyperlidemia	Clinch
Ferrous Glu 5 Gr=324mcg=38 mg	Iron Deficiency	Clinch
Ferrous Sulfate	Fe replacement	Clinch
Folic Acid	Supplement	Clinch
Glycopyrrol	Secretions	Clinch
Head & Shoulders	Dry Scalp	Clinch
Ibuprofen	Pain, discomfort and fever	Clinch
Ipratropium spr	Secretions	Clinch
Keppra	Epilepsy	Clinch
Ketoconazole Shampoo 2%	Seborrheic dermatitis	Clinch
Lactulose Sol	Constipation	Clinch
Lamictal	Epilepsy	Clinch
Lansoprazole cap	GERD	Clinch
Levothyroxin tab 112 mcg (Synthorid)	Hypothyroidism	Clinch
Lexapro	PTSD	Clinch
Lithium Carbonate 300 mg ER tabs	Schizoaffective D/O	Clinch
Lovastatin	Cholesterol	Clinch
Lubrisoft	Dry Skin	Clinch
Miralax Powder	Constipation	Clinch
Multivitamin tablet	Supplement	Clinch

Medication	Reason for Medication	Cottage
Mutli-Vitamin Tab	Supplement	Clinch
Mylicon	Gas	Clinch
Neocalglucon	Supplement	Clinch
Olanzapine tab 15mg/tab (Zyprexa)	Schizoaffective Disorder	Clinch
Omeprazole (Prilosec)	GERD	Clinch
Oxcarbazepin (Triliptal) Tab 450mg	Seizure	Clinch
Oyster Shell/D Tab	Constipation	Clinch
Ped Electrolyte Solution/Zinc	Supplement	Clinch
Peridex	Clean Teeth	Clinch
Polyvitamin drops with Iron	Supplement	Clinch
PolyVitamin drops with Iron	Anemia	Clinch
Potassium Chloride 10 %	Supplement	Clinch
Prelosec	GERD	Clinch
Prevacid	GERD	Clinch
Prevident Solution Rinse	Dental hygiene	Clinch
Prilosec (Omeprazole) capsule	GERD	Clinch
Prolia 60mg./ml. Inj.	Osteoporosis	Clinch
Prune fluff	supplement	Clinch
Prune Fluff	Constipation	Clinch
Refresh lacrilube Ointment	Dry eyes	Clinch
Reglan	GERD	Clinch
Remeron	Anxiety	Clinch
Risperdal	PDD	Clinch
Risperdal	PTSD	Clinch
Risperidone Tab 0.25mg	Autism	Clinch
Senexon	Constipation	Clinch
Seroquel XR 400 mg (to equal total dose of 500/day)	Personality change disorder	Clinch
Seroquel XR 50 mg	Personality change disorder	Clinch
Silace/Colace	Constipation	Clinch

Medication	Reason for Medication	Cottage
Silver Nitrate	cauterization	Clinch
SM Dandruff Shampoo 1%	Dandruff	Clinch
Sodium Flouride solution 0.2% mint	Oral Hygiene	Clinch
Sodium fluoride sol 0.2 %	Oral care	Clinch
Sunscreen	supplement	Clinch
Synthroid	Hypothyroidism	Clinch
Thera M Tablet	Supplement	Clinch
Thera-M tab enhanced	Nutrition	Clinch
Tricor (Fenofibrate)	Hyperlipidemia	Clinch
Triple Paste	Skin Barrier	Clinch
TUBERCULIN (PDD)	Prophylaxis	Clinch
Tylenol	Pain	Clinch
Vit D 3 2000 units/cap	Supplement	Clinch
Vit D3 400 unit/tab	Supplement	Clinch
Vitamin C Tab	Iron Absorption	Clinch

Medication	Reason for Medication	Cottage
Ala Seb shampoo	dandruff	Earhart 1
Alendronate	Osteoporosis	Earhart 1
Aspirin daily	Anti-Platelet Prevention	Earhart 1
Baclofen	Spasticity	Earhart 1
Benefiber	Constipation	Earhart 1
Beneprotein	Supplement	Earhart 1
Benzoyl gel 5%	Acne	Earhart 1
Botox inj	spasticity	Earhart 1
Calcitrate	Osteoporosis	Earhart 1
Calcium carb	Supplement	Earhart 1
Cerovite ADV Liquid Formula	Supplement	Earhart 1
ChlorhexGlu Sol 0.12%	Oral Hygiene	Earhart 1
Claritin	allergies	Earhart 1
Colace	Constipation	Earhart 1
Depakote	Seizure Disorder	Earhart 1
Dorzol sol .5%	Glaucoma	Earhart 1
Dulcolax Suppository	Acute Constipation	Earhart 1
Ergocalcifer Solution 10 gtts (2000 Units)	Vitamin D Deficiency	Earhart 1
Estradiol 0.5 mg	Hormone therapy	Earhart 1
Evista	Osteoporosis	Earhart 1
Flu Vaccine-	Flu Prophylaxis	Earhart 1
Genteal 0.3% ointment	Dry eye syndrome	Earhart 1
Ibuprofen	Menstrual cramps,	Earhart 1
Lactulose	Constipation	Earhart 1
Lamictal	Seizure Disorder	Earhart 1
Lamictal tab	Seizure	Earhart 1
Latanoprost Solution 0.01%	Glaucoma	Earhart 1
Latanoprostsoln .005%	Glaucoma	Earhart 1
Leveticeratam	Seizure Disorder	Earhart 1
Loratadine	Sinus drainage	Earhart 1

Medication	Reason for Medication	Cottage
Milk of Magnesia	Constipation	Earhart 1
Miralax Powder	Chronic Constipation	Earhart 1
Multivitamin	Supplement	Earhart 1
Nexium	GERD	Earhart 1
O2 @ 2L	O2 therapy	Earhart 1
Pamelor	Depression	Earhart 1
Pepcid	GERD	Earhart 1
PolyethGlyc Powder (Miralax)	Constipation	Earhart 1
Prenatabs	Supplement	Earhart 1
Progesterone cap	Hormone therapy	Earhart 1
Prune Fluff	Constipation	Earhart 1
Refresh Ointment	Dry eyes	Earhart 1
Simethicone	gas	Earhart 1
Sodium Flouride Solution 0.2% mint	Oral Hygiene	Earhart 1
Synthroid	Hypothyroidism	Earhart 1
Triple Paste oint	Skin Protection	Earhart 1
Tubersol	prophylaxis	Earhart 1
Tubersol 10 Test-	TB Skin Test	Earhart 1
Valproic Acid	Epilepsy	Earhart 1
Vit C 500 mg chewable	supplement	Earhart 1
Vit D	Vit D Deficiency	Earhart 1
Vit D 3	Supplement	Earhart 1
Zantac (Ranitidine)	Gastritis	Earhart 1

Medication	Reason for Medication	Cottage
A & D oint	Skin Barrier	Earhart 2
A& D oint(Sween cream)	Skin Barrier	Earhart 2
A&D Ointment	Protection	Earhart 2
ALA Seb T 1-2-2 % Shampoo	Seborrheic Dermatitis	Earhart 2
Albuterol/Duoneb TX	Wheezing	Earhart 2
Allegra	Rhinitis	Earhart 2
Artificial tears	Dry eyes	Earhart 2
Ascorbic Acid	Supplement	Earhart 2
Aspirin	HTN	Earhart 2
Ativan	Stereotypic Movement D/O w SIB	Earhart 2
Baclofen	Spasticity	Earhart 2
Baze cream	Antifungal	Earhart 2
Benefiber	Constipation	Earhart 2
Beneprotein	Supplement	Earhart 2
Bisacodyl Supp.	Constipation	Earhart 2
Botox Injection	Spastic Quadraplegia	Earhart 2
Botox Vials	Spasticity	Earhart 2
Brimonidine 0.15%	Glaucoma	Earhart 2
Calcitonin nasal spray	Osteoporosis	Earhart 2
Calcitrol	Vit D Deficiency	Earhart 2
Calcium Carb 1250/5ml	Supplement	Earhart 2
Calcium Citrate	Supplement	Earhart 2
Celexa	PDD; Stereotypic movement D/O with SIB	Earhart 2
Cerovite	Vitamin Supplement	Earhart 2
Cinnamon	Supplement	Earhart 2
Citracal +D	Supplement	Earhart 2
Clonidine	Hypertension	Earhart 2
Colace	Constipation	Earhart 2
Dorzol/Timol sol	Glaucoma	Earhart 2
Dulcolax Suppository	Chronic Constipation	Earhart 2

Medication	Reason for Medication	Cottage
Ergocalcifer sol	Osteoporosis	Earhart 2
Esomeprazole DR 40 mg	GERD	Earhart 2
Evista	Osteoporosis	Earhart 2
Fleet Enema	Constipation	Earhart 2
Flonase Nasal Spray	Rhinitis	Earhart 2
Flovent HFA Aerosol	Allergic Rhinitis	Earhart 2
Fluoride solution	Oral care	Earhart 2
Fosamax	Osteoporosis	Earhart 2
Glycopyrol	Secretions	Earhart 2
Keppra	Seizure	Earhart 2
Keri	Dry skin, eczema	Earhart 2
Lamictal	Seizure	Earhart 2
Lopressor	HTN	Earhart 2
Loratadine	Allergies	Earhart 2
Loratadine Syrup	Sinus Drainage	Earhart 2
Lubriderm	Eczema	Earhart 2
Metamucil	Dietary Fiber	Earhart 2
Miralax	Chronic Constipation	Earhart 2
Nexium	GERD	Earhart 2
Norvasc	HTN	Earhart 2
Ocean Spray	Congestion	Earhart 2
Off lotion	Repellant	Earhart 2
Peridex	Oral Hygiene	Earhart 2
PolyethGlycPOW(Miralax)	Constipation	Earhart 2
Poly-vi-sol	Supplement	Earhart 2
PPD	TB Screening	Earhart 2
Prevacid	GERD	Earhart 2
Prevent sol	Oral care	Earhart 2
Prolia 60 mg/ml injection	Osteoporosis	Earhart 2
Prune Fluff	Constipation	Earhart 2

Medication	Reason for Medication	Cottage
Prune Juice	Constipation	Earhart 2
Reglan	GERD	Earhart 2
Selenium shampoo	Dandruff	Earhart 2
Silacesyr	Chronic Constipation	Earhart 2
Simvastatin	Hperlipidemia	Earhart 2
Sod Fluoride .2%-Prevident	Oral hygiene	Earhart 2
SPF 30 sunscreen	Prevention	Earhart 2
Sunscreen SPF 30	Sunburn prevention	Earhart 2
Sween cream	Skin barrier protection	Earhart 2
Thera-M	Supplement	Earhart 2
Timolol	POAG	Earhart 2
Travatan eye drops	Glaucoma	Earhart 2
Tricor	Hyperlipidemia	Earhart 2
Tylenol	Arthritis	Earhart 2
Tylenol	Arthritis and Menstrual Cramps	Earhart 2
Zocor	Hypercholesterolemia	Earhart 2
Zonisamide	Seizure	Earhart 2

Medication	Reason for Medication	Cottage
A & D Ointment	Barrier Protection	Harpeth
Alendronate tab 35 mg (Fosamax)	Osteopenia	Harpeth
Artificial Tears	Dry Eyes	Harpeth
Aspirin 81mg ec	Preventive	Harpeth
Astelin nasal spray 0.1%	Rhinitis	Harpeth
Beano Tablets	Abdominal bloating	Harpeth
Benadryl	Atopia	Harpeth
Benefiber	Constipation	Harpeth
Bisacodyl Suppository	Constipation	Harpeth
Bisacodyl tab 5mg	Constipation	Harpeth
Botox	Spasticity	Harpeth
Botox Vials	Spasticity	Harpeth
Budesonide Susp 0.25mg/2 (Pulmicort)	Cough	Harpeth
Calcitonin Nasal Spray	Osteoporosis	Harpeth
Calcitonin Spray 200/Act	Osteoporosis	Harpeth
Calcitrate tab 950 mg	Supplement	Harpeth
Calcium Carbonate Suspension 1250/5 ml	Osteoporosis	Harpeth
Calcium Citrate 950 mg	Supplement	Harpeth
Cetirizine 10 mg (Zyrtec)	Rhinitis	Harpeth
ChlorhexGlu Solution 0. 12%	Dental Hygiene	Harpeth
Citracal Calcium/ VIt D 200 mg/250 iu tab	Calcium Supplement	Harpeth
Colace	Constipation	Harpeth
Coppertone lotion SPF 50	Sunburn prevention	Harpeth
Cranberry Pills 250 mg/caps	UTI Prophylaxis	Harpeth
Diazepam (Valium) 2 mg/tab	Choreoathetosis	Harpeth
Docusate (Silace) 60 mg/15 ml	Constipation	Harpeth
Dulcolax Suppository	Constipation	Harpeth
Duoneb (Ipratropium/ Solution Albuterol	Breathing Treatment.	Harpeth

Medication	Reason for Medication	Cottage
Ergocalciferol sol 8000/ml	Vit D deficiency	Harpeth
Ferrous Sulfate Elixer 220/5ml	Anemia	Harpeth
Finasteride 5 mg (Proscar)	Urinary Retention	Harpeth
Fleet Enema	Constipation	Harpeth
Flonase Nasal Spray	Allergic Rhinitis	Harpeth
Folic acid	Supplement	Harpeth
Gemfibrozil tab 600 mg (Lopid)	Hyperlipidemia	Harpeth
Keppra	Seizure	Harpeth
Ketoconazole Shampoo 2%	Seborrheic Dermatitis	Harpeth
Lactulose Solution 10Gm/15ml	Constipation	Harpeth
Lamotrigine (Lamictal) tab	Epilepsy	Harpeth
Levetiraceta Sol 100mg/ml (Keppra)	Epilepsy	Harpeth
Linzess 290mcg	Constipation	Harpeth
Lipitor(Atorvastatin)	Hypercholesterolemia	Harpeth
Lisinopril	Hypertension	Harpeth
Lopressor (Metoprolol)	Hypertension	Harpeth
Loratadine Syrup 5 mg/ 5 ml (Claritin)	Allergic rhinitis	Harpeth
Lubricating lotion	Dry skin	Harpeth
Memotasone (Elocon) Solution 0.1%	Eczema	Harpeth
Mephyton	Liver Cirrhosis	Harpeth
Metoclopram solution 5 mg/5ml (Reglan)	GERD	Harpeth
Milk of Magnesia suspension 400/5 ml	Constipation	Harpeth
Miralax (PolyethGlyc Powder 3350 NF)	Constipation	Harpeth
Multivitamin	Supplement	Harpeth
Naftin Gel	Tinea Pedis	Harpeth
Nasal Saline Spray 0.65%	Rhinitis	Harpeth
Nasonex Nasal spray	Allergic Rhinitis	Harpeth
Neut T/gel shampoo	Seborrheic Dermatitis	Harpeth
Noni Juice	Supplement	Harpeth

Medication	Reason for Medication	Cottage
Omeprazole (Prilosec)	GERD	Harpeth
Omeprazole Cap 20 mg (Prilosec)	GERD	Harpeth
Oyster D 250 mg/tab	Osteopenia	Harpeth
Pedialyte	Hydration	Harpeth
Peridex(Chlorhexedine 0.12%)	Oral Hygiene	Harpeth
PolyethGlyc Powder 3350 NF (Miralax)	Constipation	Harpeth
Polyvitamin drops with Iron	Nutritional supplement	Harpeth
Potassium Chloride 10%	Hypokalemia	Harpeth
Prilosec (Omeprazole)	GERD	Harpeth
Procrit	Anemia	Harpeth
Prolia 60mg SubQ q 6 months due Sept 2015	Osteoporosis	Harpeth
Protonix	GI Ulcer	Harpeth
Prune Fluff	Constipation	Harpeth
Prune Juice	Bowel management	Harpeth
Puralube Ointment (Cold compress to eyes before Lacrilube)	Seborrheic Dermatitis	Harpeth
Remeron	Depression	Harpeth
Saline Nasal Spray 0.65%	Rhinitis	Harpeth
Sebutone shampoo	Dandruff	Harpeth
Senexon	Constipation	Harpeth
Simvastatin	Lipids	Harpeth
Sodium Flouride solution 0.2%	Oral Hygiene	Harpeth
Sucralfate tab	GERD	Harpeth
Sunscreen lotion SPF 50	Sunburn protection	Harpeth
Sween Cream 24	Prevention skin breakdown	Harpeth
Synthroid	Hypothyroidism	Harpeth
Thera M	Supplement	Harpeth
Triple Paste ointment 12.8% With A+D ointment)	Dermatitis	Harpeth
Tubersol	Prevention TB	Harpeth

Medication	Reason for Medication	Cottage
Tylenol	Fever	Harpeth
Valium 1 mg/tab	Choreoathetosis	Harpeth
Vimpat	Epilepsy	Harpeth
Vit D3	Osteoporosis	Harpeth
Vitamin B-6 (Pyridoxine)	Agitation induced by Keppra	Harpeth
Vitamin D3 (2000 units/tab)	Vit D Deficiency/Osteoporosis	Harpeth
Zeasorb Powder	Tinea Pedis	Harpeth

Medication	Reason for Medication	Cottage
A & D oint	Skin Barrier	Tulip Grove 1
Ala Seb shampoo	Seborrhea	Tulip Grove 1
Alphagan	Glaucoma	Tulip Grove 1
Anucort-HC	Hemorrhoids	Tulip Grove 1
Aspirin	(H/O TIA)	Tulip Grove 1
Baza Cream	Diaper Rash	Tulip Grove 1
Benadryl	for sleep	Tulip Grove 1
Benefiber	Constipation	Tulip Grove 1
BeneProtein	Protein Supplement	Tulip Grove 1
Bisacodyl	Constipation	Tulip Grove 1
Body Lotion	Prevent dry skin	Tulip Grove 1
Calcium AntacidChewables 500 mg	Osteoporosis	Tulip Grove 1
Calcium carb	Osteoporosis	Tulip Grove 1
Carbemazepine	Epilepsy	Tulip Grove 1
Celexa	Anxiety D/O	Tulip Grove 1
Cerovite	Supplement	Tulip Grove 1
Colace capsule	Constipation	Tulip Grove 1
Desitin	Stoma site	Tulip Grove 1
Dulcolax	(Constipation)	Tulip Grove 1
Ergocalcifer sol 800/ml	Osteoporosis	Tulip Grove 1
Eucerin Cream	Eczema	Tulip Grove 1
Exelon	(Dementia)	Tulip Grove 1
Famotidine	GERD	Tulip Grove 1
Fleets Enema	Constipation	Tulip Grove 1
Flomax	BPH	Tulip Grove 1
Hydrocortisone 1% Cream	Itching	Tulip Grove 1
Hydroxyz Pam cap 25 mg (Vistaril) 25 mg	Itching	Tulip Grove 1
Keppra	Seizure	Tulip Grove 1
Keri lotion Keri Lotion daily (dry skin)	Dry skin	Tulip Grove 1

Medication	Reason for Medication	Cottage
Klonopin	Depressive Disorder	Tulip Grove 1
L –Tyrosine tab 500 mg	PKU	Tulip Grove 1
Lamictal	Seizure	Tulip Grove 1
Lipitor	Hyperlipidemia	Tulip Grove 1
Metoprolol	HTN	Tulip Grove 1
Miralax	Constipation	Tulip Grove 1
Motrin	PRN (Pain)	Tulip Grove 1
Multivitamin	Supplement	Tulip Grove 1
Nexium	GERD	Tulip Grove 1
Nitrofurantoin	(UTI prophylaxis)	Tulip Grove 1
Nystatin powder	Peri-ostomal denuded tssia	Tulip Grove 1
Peridex	Toothbrush	Tulip Grove 1
Poly Vitamin with Iron	Supplement	Tulip Grove 1
Potassium Chloride	Hypokalemia	Tulip Grove 1
Prevacid	GERD	Tulip Grove 1
Reglan	GERD	Tulip Grove 1
Risperdal	PPD NOS	Tulip Grove 1
Seroquel	(Schizoaffective disorder)	Tulip Grove 1
Sodium Flouride Sol 0.2% Mint	Oral Hygiene	Tulip Grove 1
Synthroid	Hypothyroidism	Tulip Grove 1
Travatan	Glaucoma	Tulip Grove 1
Triamcinolone	Eczema	Tulip Grove 1
Triple paste	Barrier protection	Tulip Grove 1
Tubersol	Prevention	Tulip Grove 1
Vaseline lip therapy	Dry chapped lips	Tulip Grove 1
VIT D 50,000 units	Vit D Deficiency	Tulip Grove 1
Vitamin D3 400 iutablets	Osteoporosis	Tulip Grove 1
Xalatanopth sol	Glaucoma	Tulip Grove 1
Zoloft	Depressive Disorder	Tulip Grove 1

Medication	Reason for Medication	Cottage
A&D ointment	Redness. Neck	Tulip Grove 2
Artificial Tears	Dry eyes	Tulip Grove 2
Asteline	Allergic Rhinitis	Tulip Grove 2
Atenolol	HTN	Tulip Grove 2
Baclofen	Spasticity	Tulip Grove 2
Benefiber	Constipation	Tulip Grove 2
Beneprotein	Supplement	Tulip Grove 2
Bisacodyl Suppository	Constipation	Tulip Grove 2
Botox injection	Spasticity	Tulip Grove 2
Calcitrate	Supplement	Tulip Grove 2
Calcium + Vita. D	Supplement	Tulip Grove 2
Calcium carb susp	Supplement	Tulip Grove 2
Calmoseptine	Barrier	Tulip Grove 2
ChlorhexGlu sol 0.12%	Suction toothbrush session	Tulip Grove 2
Chlorhexidine solution	Teeth care	Tulip Grove 2
Chronulac (Enulose)	Constipation	Tulip Grove 2
Cimetidine	GERD	Tulip Grove 2
Colace Syrup	Constipation	Tulip Grove 2
Combivent Inhaler	Wheezing	Tulip Grove 2
Dulcolax	Bowel Management	Tulip Grove 2
Duoneb	Wheezing	Tulip Grove 2
Ergocalciferol sol 8000/ml	Vitamin D supplement	Tulip Grove 2
Erythromycin oin op	Blepharitis	Tulip Grove 2
Ferrous Sulfelix 220/5ml	Supplement	Tulip Grove 2
Folic Acid	Supplement	Tulip Grove 2
Glycopyrrol	Secretions	Tulip Grove 2
Hydroxyz HCL syr	Itching	Tulip Grove 2
Ibuprofen	pain and moaning	Tulip Grove 2
Keppra	Epilepsy	Tulip Grove 2
L Tyrosine	Supplement	Tulip Grove 2

Medication	Reason for Medication	Cottage
Lamictal	Epilepsy	Tulip Grove 2
Lamictal	Seizure	Tulip Grove 2
Mephyton (Vit K1)	Hypoprothrombinemia	Tulip Grove 2
Miralax	Constipation	Tulip Grove 2
Mometasone sol 0.1%	Eczema	Tulip Grove 2
Myobloc	Spasticity	Tulip Grove 2
Nasonex	Allergic Rhinitis	Tulip Grove 2
Nasonex Spray	Rhinitis	Tulip Grove 2
Peridex	Toothbrush	Tulip Grove 2
Phenylade	Supplement	Tulip Grove 2
PKU Express 15	Phenylketonuria	Tulip Grove 2
Polyvitamindr Iron	supplement	Tulip Grove 2
PPD	TB skin test	Tulip Grove 2
Prevacid	GERD	Tulip Grove 2
Prilosec	GERD	Tulip Grove 2
Prolia inj. Subcu.	Osteoporosis	Tulip Grove 2
Proventil	Wheezing	Tulip Grove 2
Provera	Amenorrhea	Tulip Grove 2
Q Pap	Pain	Tulip Grove 2
Refresh P.M Ointment op	Dry eyes	Tulip Grove 2
Reglan	GERD	Tulip Grove 2
Saline Nasal	Rhinitis	Tulip Grove 2
SilaceSyr 60/15ml	Constipation	Tulip Grove 2
Simethicone Drop	Gas	Tulip Grove 2
Sod Fluoride	Toothbrush	Tulip Grove 2
Sodium Chloride	Teeth care	Tulip Grove 2
Sodium Flouride sol	preventive	Tulip Grove 2
Spironolactone	Edema	Tulip Grove 2
Synthroid	Hypothyroidism	Tulip Grove 2
Timoptic Drops	Glaucoma	Tulip Grove 2

Medication	Reason for Medication	Cottage
Triamcinolone	Urticaria	Tulip Grove 2
Triple Paste	Perineum	Tulip Grove 2
Triple paste oint 12.8%	Skin barrier	Tulip Grove 2
Tylenol (Q-pap)	pain	Tulip Grove 2
Vitamin C	Supplement	Tulip Grove 2

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES,
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 4
FOR PHARMACY SERVICES

DATE: July 15, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 29, 2015
6. Response Deadline	2:00 p.m.	August 18, 2015
7. State Completion of Technical Response Evaluations		September 1, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 2, 2015
9. Negotiations (Optional)	4:30 p.m.	September 3-4, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 9, 2015
11. End of Open File Period		September 16, 2015
12. State sends contract to Contractor for signature		September 17, 2015
13. Contractor Signature Deadline	2:00 p.m.	September 25, 2015
14. Contract Start Date		November 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES,
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 3
FOR PHARMACY SERVICES

DATE: July 8, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 15, 2015
6. Response Deadline	2:00 p.m.	August 4, 2015
7. State Completion of Technical Response Evaluations		August 18, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 19, 2015
9. Negotiations (Optional)	4:30 p.m.	August 20-21, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 26, 2015
11. End of Open File Period		September 2, 2015
12. State sends contract to Contractor for signature		September 3, 2015
13. Contractor Signature Deadline	2:00 p.m.	September 11, 2015
14. Contract Start Date		November 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES,
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 2
FOR PHARMACY SERVICES

DATE: June 30, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		July 8, 2015
6. Response Deadline	2:00 p.m.	July 28, 2015
7. State Completion of Technical Response Evaluations		August 11, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 12, 2015
9. Negotiations (Optional)	4:30 p.m.	August 13-14, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 19, 2015
11. End of Open File Period		August 26, 2015
12. State sends contract to Contractor for signature		August 27, 2015
13. Contractor Signature Deadline	2:00 p.m.	September 3, 2015
14. Contract Start Date		December 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES,
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS # 34401-00521
AMENDMENT # 1
FOR PHARMACY SERVICES

DATE: June 10, 2015

RFP # 34401-00521 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates.** Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 22, 2015
5. State Response to Written "Questions & Comments"		June 30, 2015
6. Response Deadline	2:00 p.m.	July 21, 2015
7. State Completion of Technical Response Evaluations		August 4, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	August 5, 2015
9. Negotiations (Optional)	4:30 p.m.	August 6-7, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	August 11, 2015
11. End of Open File Period		August 18, 2015
12. State sends contract to Contractor for signature		August 19, 2015
13. Contractor Signature Deadline	2:00 p.m.	August 26, 2015
14. Contract Start Date		November 1, 2015

2. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.

STATE OF TENNESSEE

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES
MIDDLE TENNESSEE

REQUEST FOR PROPOSALS
FOR
PHARMACY SERVICES

RFP # 34401-00521

RFP CONTENTS

SECTIONS:

1. INTRODUCTION
2. RFP SCHEDULE OF EVENTS
3. RESPONSE REQUIREMENTS
4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS
5. EVALUATION & CONTRACT AWARD

ATTACHMENTS:

6.1. Response Statement of Certifications & Assurances
6.2. Technical Response & Evaluation Guide
6.3. Cost Proposal & Scoring Guide
6.4. Reference Questionnaire
6.5. Score Summary Matrix
6.6. *Pro Forma* Contract

1. INTRODUCTION

The State of Tennessee, Department of Intellectual and Developmental Disabilities, hereinafter referred to as “the State,” has issued this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State’s process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State is seeking to contract for the provision of pharmacy services for residents of nine (9) Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) Community group homes in the Middle Tennessee area and to residents of the Harold Jordan Center.

The Clover Bottom Developmental Center (CBDC) will be closing and the State's intent is that all individuals currently residing at CBDC will be transitioned to either one of the State's operated ICF/IID Community group homes or to a private facility by the beginning date of the Contract pursuant to this RFP. The Harold Jordan Center, located on the grounds of the Clover Bottom Developmental Center (CBDC) will remain open. Each of these group homes is a four (4) bed facility for intellectually disabled, physically handicapped individuals located in middle Tennessee.

This request for proposal covers provisions of the necessary medications in unit dose packaging, medication review as required by ICFs/IID federal requirements 42 CFR 483, and billing to the appropriate Medicare Part D provider or State of Tennessee for medications not covered by the applicable Medicare Part D plan. All residents are assigned a Medicare Part D provider by the federal government.

The specific locations and maximum number of individuals to be served under a Contract pursuant to this RFP at each location is as follows:

ICF/IID Community Group Homes

No.	County	Street Address	Maximum Occupancy
1	Davidson	3156 Earhart Road, Hermitage, TN 37076	4
2	Davidson	3160 Earhart Road, Hermitage, TN 37076	4
3	Davidson	889 Tulip Grove Road, Hermitage, TN 37076	4
4	Davidson	895 Tulip Grove Road, Hermitage, TN 37076	4
5	Davidson	3207 Earhart Road, Hermitage, TN 37076	4
6	Davidson	3209 Earhart Road, Hermitage, TN 37076	4
7	Davidson	328 Dennywood Drive, Nashville, TN 37214	4
8	Davidson	2410 Wilford Drive, Nashville, TN 37214	4
9	Wilson	4937 Saundersville Road, Old Hickory, TN 37138	4
		Total Group Homes	36

Harold Jordan Center

County	Street Address	Maximum Occupancy
Davidson	275 Stewarts Ferry Pike, Nashville, TN 37244-0500	24
	Total Harold Jordan Center	
	Total Maximum Individuals Served	60

1.2. **Scope of Service, Contract Period, & Required Terms and Conditions**

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 34401-00520

1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Debbie Dunn
Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
debra.dunn@tn.gov

1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, Tennessee service-disabled veteran

owned, and small businesses as well as general, public information relating to this RFP (visit www.tn.gov/businessopp/ for contact information); and

b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Procurement Compliance Supervisor
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
Helen.crowley@tn.gov

1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.

1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.7).

1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: http://tn.gov/generalserv/cpo/sourcing_sub/rfp.shtml.

1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.

1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.

1.5. Assistance to Respondents With a Handicap or Disability

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Respondent Required Review & Waiver of Objections

1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").

1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.

1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline.

1.7. Notice of Intent to Respond

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. Response Deadline

A Respondent must ensure that the State receives a response no later than the response Deadline time and date detailed in the RFP Section 2, Schedule of Events. A response must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		May 28, 2015
2. Disability Accommodation Request Deadline	2:00 p.m.	June 4, 2015
3. Notice of Intent to Respond Deadline	2:00 p.m.	June 8, 2015
4. Written "Questions & Comments" Deadline	2:00 p.m.	June 15, 2015
5. State Response to Written "Questions & Comments"		June 22, 2015
6. Response Deadline	2:00 p.m.	July 1, 2015
7. State Completion of Technical Response Evaluations		July 17, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	July 20, 2015
9. Negotiations (Optional)	4:30 p.m.	July 21-22, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	July 27, 2015
11. End of Open File Period		August 3, 2015
12. State sends contract to Contractor for signature		August 4, 2015
13. Contractor Signature Deadline	2:00 p.m.	August 11, 2015

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to section 1.7).

3. RESPONSE REQUIREMENTS

3.1. Response Form

A response to this RFP must consist of two parts, a Technical Response and a Cost Proposal.

3.1.1. **Technical Response**. RFP Attachment 6.2., Technical Response & Evaluation Guide provides the specific requirements for submitting a response. This guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical response must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical response, the state may deem the response to be non-responsive and reject it.

3.1.1.1. A Respondent must use the RFP Attachment 6.2., Technical Response & Evaluation Guide to organize, reference, and draft the Technical Response by duplicating the attachment, adding appropriate page numbers as required, and using the guide as a table of contents covering the Technical Response.

3.1.1.2. A response should be economically prepared, with emphasis on completeness and clarity. A response, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible) and use a 12 point font for text. All response pages must be numbered.

3.1.1.3. All information and documentation included in a Technical Response should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.

3.1.1.4. The State may determine a response to be non-responsive and reject it if:

a. the Respondent fails to organize and properly reference the Technical Response as required by this RFP and the RFP Attachment 6.2., Technical Response & Evaluation Guide; or

b. the Technical Response document does not appropriately respond to, address, or meet all of the requirements and response items detailed in the RFP Attachment 6.2., Technical Response & Evaluation Guide.

3.1.2. **Cost Proposal**. A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a Respondent fails to submit a cost proposal exactly as required, the State may deem the response to be non-responsive and reject it.

3.1.2.1. A Respondent must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.

3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period, including any renewals or extensions.

3.1.2.3. A Respondent must sign and date the Cost Proposal.

3.1.2.4. A Respondent must submit the Cost Proposal to the State in a sealed package separate from the Technical Response (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. **Response Delivery**

3.2.1. A Respondent must ensure that both the original Technical Response and Cost Proposal documents meet all form and content requirements, including all required signatures, as detailed within this RFP.

3.2.2. A Respondent must submit original Technical Response and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Response paper document labeled:

"RFP # 34401-00521 TECHNICAL RESPONSE ORIGINAL"

and two (2) digital copies of the Technical Response each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34401-00521 TECHNICAL RESPONSE COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the paper Technical Response document and any digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 34401-00521 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, standard CD-R recordable disc or USB flash drive labeled:

"RFP # 34401-00521 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response original document and digital copies must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34401-00521 TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and digital copy must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN… RFP # 34401-00521 COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

"RFP # 34401-00521 SEALED TECHNICAL RESPONSE & SEALED COST

PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]"

3.2.4. A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address:

Debbie Dunn
Sourcing Account Specialist
Central Procurement Office
Department of General Services
William R. Snodgrass TN Tower - 3rd Floor
312 Rosa L. Parks Avenue
Nashville, Tennessee 37243
debra.dunn@tn.gov

3.3. **Response & Respondent Prohibitions**

3.3.1. A response must not include alternate contract terms and conditions. If a response contains such terms and conditions, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.2. A response must not restrict the rights of the State or otherwise qualify either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal. If a response restricts the rights of the State or otherwise qualifies either the offer to deliver goods or provide services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the response to be a non-responsive counteroffer and reject it.

3.3.3. A response must not propose alternative goods or services (*i.e*., offer services different from those requested and required by this RFP) unless expressly requested in this RFP. The State may consider a response of alternative goods or services to be non-responsive and reject it.

3.3.4. A Cost Proposal must be prepared and arrived at independently and must not involve any collusion between Respondents. The State will reject any Cost Proposal that involves collusion, consultation, communication, or agreement between Respondents. Regardless of the time of detection, the State will consider any such actions to be grounds for response rejection or contract termination.

3.3.5. A Respondent must not provide, for consideration in this RFP process or subsequent contract negotiations, any information that the Respondent knew or should have known was materially incorrect. If the State determines that a Respondent has provided such incorrect information, the State will deem the Response non-responsive and reject it.

3.3.6. A Respondent must not submit more than one Technical Response and one Cost Proposal in response to this RFP, except as expressly requested by the State in this RFP. If a Respondent submits more than one Technical Response or more than one Cost Proposal, the State will deem all of the responses non-responsive and reject them.

3.3.7. A Respondent must not submit a response as a prime contractor while also permitting one or more other Respondents to offer the Respondent as a subcontractor in their own responses. Such may result in the disqualification of all Respondents knowingly involved. This restriction does not, however, prohibit different Respondents from offering the same subcontractor as a part of their responses (provided that the subcontractor does not also submit a response as a prime contractor).

3.3.8. The State shall not consider a response from an individual who is, or within the past six (6) months has been, a State employee. For purposes of this RFP:

3.3.8.1. An individual shall be deemed a State employee until such time as all compensation for salary, termination pay, and annual leave has been paid;

3.3.8.2. A contract with or a response from a company, corporation, or any other contracting entity in which a controlling interest is held by any State employee shall be considered to be a contract with or proposal from the employee; and

3.3.8.3. A contract with or a response from a company, corporation, or any other contracting entity that employs an individual who is, or within the past six (6) months has been, a State employee shall not be considered a contract with or a proposal from the employee and shall not constitute a prohibited conflict of interest.

3.4. Response Errors & Revisions

A Respondent is responsible for any and all response errors or omissions. A Respondent will not be allowed to alter or revise response documents after the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Response Withdrawal

A Respondent may withdraw a submitted response at any time before the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Respondent representative. After withdrawing a response, a Respondent may submit another response at any time before the Response Deadline. After the Response Deadline, a Respondent may only withdraw all or a portion of a response where the enforcement of the response would impose an unconscionable hardship on the Respondent.

3.6. Additional Services

If a response offers goods or services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Respondent must not propose any additional cost amounts or rates for additional goods or services. Regardless of any additional services offered in a response, the Respondent's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Respondent fails to submit a Cost Proposal exactly as required, the State may deem the response non-responsive and reject it.

3.7. Response Preparation Costs

The State will <u>not</u> pay any costs associated with the preparation, submittal, or presentation of any response.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State at its sole discretion may amend this RFP, in writing, at any time prior to contract award. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential Respondents to meet the response deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential Respondents who submitted a Notice of Intent to Respond (refer to RFP Section 1.7.). A response must address the final RFP (including its attachments) as amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel the RFP or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all responses.

4.3.2. The State may deem as non-responsive and reject any response that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, minor variances from full compliance with this RFP. If the State waives variances in a response, such waiver shall not modify the RFP requirements or excuse the Respondent from full compliance, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Respondent intends to use subcontractors, the response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. After contract award, a Contractor may only substitute an approved subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Respondent who is awarded a contract pursuant to this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel or Subcontractors

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing goods or services in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

From time-to-time, the State may require the awarded Contractor to provide a Certificate of Insurance issued by an insurance company licensed or authorized to provide insurance in the State of Tennessee.

Each Certificate of Insurance shall indicate current insurance coverages meeting minimum requirements as may be specified by this RFP. A failure to provide a current, Certificate of Insurance will be considered a material breach and grounds for contract termination.

4.7. **Professional Licensure and Department of Revenue Registration**

4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Respondent provides for consideration and evaluation by the State as a part of a response to this RFP, shall be properly licensed to render such opinions.

4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Respondent (and Respondent employees and subcontractors, as applicable) must hold all necessary or appropriate business or professional licenses to provide the goods or services as required by the contract. The State may require any Respondent to submit evidence of proper licensure.

4.7.3. Before the Contract resulting from this RFP is signed, the apparent successful Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the Respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov.

4.8. **Disclosure of Response Contents**

4.8.1. All materials submitted to the State in response to this RFP shall become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. By submitting a response, a Respondent acknowledges and accepts that the full response contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.

4.8.2. The State will hold all response information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Respondents submitting timely responses may be available to the public, upon request, after technical responses are opened.

4.8.3. Upon completion of response evaluations, indicated by public release of a Notice of Intent to Award, the responses and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. **Contract Approval and Contract Payments**

4.9.1. After contract award, the Contractor who is awarded the contract must submit appropriate documentation with the Department of Finance and Administration, Division of Accounts.

4.9.2. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Respondent with the apparent best-evaluated response or any other Respondent. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.

4.9.3. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.

4.9.3.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any goods delivered or services rendered by the Contractor, even goods delivered or services rendered in good faith and even if the Contractor is orally directed to proceed with the

delivery of goods or the rendering of services, if it occurs before the Contract start date or after the Contract end date.

4.9.3.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma* Contract, Section C).

4.9.3.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of goods or services as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amounts that it determines do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor who is awarded a contract will be responsible for the delivery of all acceptable goods or the satisfactory completion of all services set out in this RFP (including attachments) as may be amended. All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

After contract award, the State may request the Contractor to deliver additional goods or perform additional services within the general scope of the contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional goods or services. The Contractor must respond to the State with a time schedule for delivering the additional goods or accomplishing the additional services based on the compensable units included in the Contractor's response to this RFP. If the State and the Contractor reach an agreement regarding the goods or services and associated compensation, such agreement must be effected by means of a contract amendment. Further, any such amendment requiring additional goods or services must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes, rules, policies and procedures of the State of Tennessee. The Contractor must not provide additional goods or render additional services until the State has issued a written contract amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Respondents will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4.13. **Next Ranked Respondent**

The State reserves the right to initiate negotiations with the next ranked Respondent should the State cease doing business with any Respondent selected via this RFP process.

5. EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of responses and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each response deemed by the State to be responsive.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	**10**
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	**60**
Cost Proposal (refer to RFP Attachment 6.3.)	**30**

5.2. Evaluation Process

The evaluation process is designed to award the contract resulting from this RFP not necessarily to the Respondent offering the lowest cost, but rather to the Respondent deemed by the State to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. ("Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFP. "Responsible Respondent" is defined as a Respondent that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Response Evaluation.** The Solicitation Coordinator and the Proposal Evaluation Team (consisting of three (3) or more State employees) will use the RFP Attachment 6.2., Technical Response & Evaluation Guide to manage the Technical Response Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by the State. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The Solicitation Coordinator will review each Technical Response to determine compliance with RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A— Mandatory Requirements. If the Solicitation Coordinator determines that a response failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the response and document the team's determination of whether:

a. the response adequately meets RFP requirements for further evaluation;

b. the State will request clarifications or corrections for consideration prior to further evaluation; or,

c. the State will determine the response to be non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Response (that is responsive to the RFP) against the evaluation criteria in this RFP, and will score each in accordance with the RFP Attachment 6.2., Technical Response & Evaluation Guide.

5.2.1.4. For each response evaluated, the Solicitation Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Response & Evaluation Guide, and record each average as the response score for the respective Technical Response section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Response Evaluation record and any other available information pertinent to whether or not each Respondent is responsive and responsible. If the Proposal Evaluation Team identifies any Respondent that does not to meet the responsive and responsible thresholds such that the team would not recommend the Respondent for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The Solicitation Coordinator will open for evaluation the Cost Proposal of each Respondent deemed by the State to be responsive and responsible and calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. Clarifications and Negotiations: The State reserves the right to award a contract on the basis of initial responses received, therefore, each response shall contain the Respondent's best terms and conditions from a technical and cost standpoint. The State reserves the right to conduct clarifications or negotiations with one or more Respondents. All communications, clarifications, and negotiations shall be conducted in a manner that supports fairness in response improvement.

5.2.3.1. Clarifications: The State may identify areas of a response that may require further clarification or areas in which it is apparent that there may have been miscommunications or misunderstandings as to the State's specifications or requirements. The State may seek to clarify those issues identified during one or multiple clarification rounds. Each clarification sought by the State may be unique to an individual Respondent, provided that the process is conducted in a manner that supports fairness in response improvement.

5.2.3.2. Negotiations: The State may elect to negotiate with one or more Respondents by requesting revised responses, negotiating costs, or finalizing contract terms and conditions. The State reserves the right to conduct multiple negotiation rounds or no negotiations at all.

5.2.3.3. Cost Negotiations: All Respondents, selected for negotiation by the State, will be given equivalent information with respect to cost negotiations. All cost negotiations will be documented for the procurement file. Additionally, the State may conduct target pricing and other goods or services level negotiations. Target pricing may be based on considerations such as current pricing, market considerations, benchmarks, budget availability, or other methods that do not reveal individual Respondent pricing. During target price negotiations, Respondents are not obligated to reduce their pricing to target prices, but no Respondent is allowed to increase prices.

5.2.3.4. If the State determines that it is unable to successfully negotiate a contract with the apparent best evaluated Respondent, the State reserves the right to bypass the apparent best evaluated Respondent and enter into contract negotiations with the next apparent best evaluated Respondent.

5.2.4. **Total Response Score.** The Solicitation Coordinator will calculate the sum of the Technical Response section scores and the Cost Proposal score and record the resulting number as the total score for the subject Response (refer to RFP Attachment 6.5., Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The Solicitation Coordinator will submit the Proposal Evaluation Team determinations and scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated Response. To effect a contract award to a Respondent other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Chief Procurement Officer and the Comptroller of the Treasury.

5.3.3. The State will issue a Notice of Intent to Award identifying the apparent best-evaluated response and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.

5.3.4. The Respondent identified as offering the apparent best-evaluated response must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Respondent must sign the contract by the Contractor Signature Deadline detailed in the RFP Section 2, Schedule of Events. If the Respondent fails to provide the signed contract by this deadline, the State may determine that the Respondent is non-responsive to this RFP and reject the response.

5.3.5. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of response evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.6. If the State determines that a response is non-responsive and rejects it after opening Cost Proposals, the Solicitation Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated response.

RFP ATTACHMENT 6.1.

RFP # 34401-00521 STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Respondent must sign and complete the Statement of Certifications and Assurances below as required, and it must be included in the Technical Response (as required by RFP Attachment 6.2., Technical Response & Evaluation Guide, Section A, Item A.1.).

The Respondent does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Respondent will comply with all of the provisions and requirements of the RFP.
2. The Respondent will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract for the total contract period.
3. The Respondent, except as otherwise provided in this RFP, accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma* Contract.
4. The Respondent acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Respondent will comply with:
   (a) the laws of the State of Tennessee;
   (b) Title VI of the federal Civil Rights Act of 1964;
   (c) Title IX of the federal Education Amendments Act of 1972;
   (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
   (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the response submitted to this RFP is accurate.
7. The response submitted to this RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Respondent in connection with this RFP or any resulting contract.
9. Both the Technical Response and the Cost Proposal submitted in response to this RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Respondent (if an individual) or the Respondent's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the Respondent.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE RESPONDENT

SIGNATURE: _____

PRINTED NAME & TITLE: _____

DATE: _____

RESPONDENT LEGAL ENTITY NAME: _____

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN): _____

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

The Solicitation Coordinator will review the response to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the response and attach a written determination. In addition to the Mandatory Requirement Items, the Solicitation Coordinator will review each response for compliance with all RFP requirements.

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		The Response must be delivered to the State no later than the Response Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Response and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., *et. seq.*).	
		The Technical Response must NOT contain cost or pricing information of any type.	
		The Technical Response must NOT contain any restrictions of the rights of the State or other qualification of the response.	
		A Respondent must NOT submit alternate responses (refer to RFP Section 3.3.).	
		A Respondent must NOT submit multiple responses in different forms (as a prime and a sub-contractor) (refer to RFP Section 3.3.).	
	A.1.	Provide the Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Respondent to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Respondent or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest (*e.g.*, employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Respondent has done business written in the form of standard business letters, signed, and dated within the past three (3) months.	
	A.5.	Provide an official document or letter from an accredited credit bureau,	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	**Item Ref.**	**Section A— Mandatory Requirement Items**	**Pass/Fail**
		verified and dated within the last three (3) months and indicating a satisfactory credit rating for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)	
	A.6.	Provide a valid, Certificate of Insurance that is verified and dated within the last six (6) months and which details all of the following: (a) Name of the Insurance Company (b) Respondent's Name and Address as the Insured (c) Policy Number (d) The following minimum insurance coverages: (i) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability; (ii) Comprehensive Commercial General Liability (including personal injury and property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate; (iii) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence; and (iv) Errors and Omission Coverage with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate. (e) The following information applicable to each type of insurance coverage: (i) Coverage Description, (ii) Exceptions and Exclusions, (iii) Policy Effective Date, (iv) Policy Expiration Date, and (v) Limit(s) of Liability.	
State Use – Solicitation Coordinator Signature, Printed Name & Date:			

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Respondent must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	B.2.	Describe the Respondent's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Respondent has been in business.
	B.4.	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	B.5.	Describe the Respondent's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or change of control of the Respondent within the last ten (10) years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Respondent or, to the Respondent's knowledge, any of the Respondent's employees, agents, independent contractors, or subcontractors, involved in the delivery of goods or performance of services on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten (10) years, the Respondent has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	Provide a statement of whether there is any material, pending litigation against the Respondent that the Respondent should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Respondent's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Respondent's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.10.	Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Respondent. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Respondent's performance in a contract pursuant to this RFP.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Respondent must be properly licensed to render such opinions. The State may require the Respondent to submit proof of license for each person or entity that renders such opinions.
	B.11.	Provide a brief, descriptive statement detailing evidence of the Respondent's ability to deliver the goods or services sought under this RFP (*e.g.*, prior experience, training, certifications, resources, program and quality management systems, *etc*.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to deliver the goods or services required by this RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Respondent will assign to meet the Respondent's requirements under this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Respondent, and employment history.
	B.14.	Provide a statement of whether the Respondent intends to use subcontractors to meet the Respondent's requirements of any contract awarded pursuant to this RFP, and if so, detail: (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the goods each subcontractor involved in the delivery of goods or performance of the services each subcontractor will perform; <u>and</u> (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Respondent's response to this RFP.
	B.15.	Provide documentation of the Respondent's commitment to diversity as represented by the following: (a) <u>Business Strategy</u>. Provide a description of the Respondent's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises. Please also include a list of the Respondent's certifications as a diversity business, if applicable. (b) <u>Business Relationships</u>. Provide a listing of the Respondent's current contracts with business enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises. Please include the following information: (i) contract description and total value; (ii) contractor name and ownership characteristics (*i.e.*, ethnicity, gender, Tennessee service-disabled); (iii) contractor contact name and telephone number. (c) <u>Estimated Participation</u>. Provide an estimated level of participation by business enterprises owned by minorities, women, Tennessee service-disabled veterans, and small business enterprises if a contract is awarded to the Respondent pursuant to this RFP. Please include the following information: (i) a percentage (%) indicating the participation estimate. (Express the estimated participation number as a percentage of the total estimated contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics only and **DO <u>NOT</u> INCLUDE DOLLAR AMOUNTS**); (ii) anticipated goods or services contract descriptions; (iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled veterans) of anticipated subcontractors and supply contractors.

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		NOTE: In order to claim status as a Diversity Business Enterprise under this contract, businesses must be certified by the Governor's Office of Diversity Business Enterprise (Go-DBE). Please visit the Go-DBE website at https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&XID=9265 for more information. (d) Workforce. Provide the percentage of the Respondent's total current employees by ethnicity and gender. NOTE: Respondents that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and subcontractors. Response evaluations will recognize the positive qualifications and experience of a Respondent that does business with enterprises owned by minorities, women, Tennessee service-disabled veterans and small business enterprises and who offer a diverse workforce.
	B.16.	Provide a statement of whether or not the Respondent has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous five (5) year period. If so, provide the following information for all of the current and completed contracts: (a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract; (b) the procuring State agency name; (c) a brief description of the contract's scope of services; (d) the contract period; and (e) the contract number. NOTES: ▪ Current or prior contracts with the State are not a prerequisite and are not required for the maximum evaluation score, and the existence of such contracts with the State will not automatically result in the addition or deduction of evaluation points. ▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	Provide customer references from individuals (who are not current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent: ▪ two (2) of the larger accounts currently serviced by the Respondent, and ▪ three (3) completed projects. All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which must be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered. The Respondent will be solely responsible for obtaining the fully completed reference questionnaires, and for including them within the Respondent's sealed Technical Response. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below. (a) Customize the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Respondent's name, and make duplicates for completion by references. (b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope. (c) Instruct the person that will provide a reference for the Respondent to: (i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document); (ii) sign and date the completed, reference questionnaire;

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	**Item Ref.**	**Section B— General Qualifications & Experience Items**
		(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided; (iv) sign his or her name in ink across the sealed portion of the envelope; and (v) return the sealed envelope containing the completed reference questionnaire directly to the Respondent (the Respondent may wish to give each reference a deadline, such that the Respondent will be able to collect all required references in time to include them within the sealed Technical Response). (d) Do NOT open the sealed references upon receipt. (e) Enclose all sealed reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required. NOTES: ▪ The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. ▪ The State will not review more than the number of required references indicated above. ▪ While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Response package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. ▪ The State is under no obligation to clarify any reference information.
	B.18.	Provide a statement and any relevant details addressing whether the Respondent is any of the following: (a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency; (b) has within the past three (3) years, been convicted of, or had a civil judgment rendered against the contracting party from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed above; and (d) has within a three (3) year period preceding the contract had one or more public transactions (federal, state, or local) terminated for cause or default.
SCORE *(for all Section B—Qualifications & Experience Items above)*: *(maximum possible score = 10)*		
State Use – Evaluator Identification:		

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Respondent must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Respondent must also detail the response page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value ***1 = poor*** ***2 = fair*** ***3 = satisfactory*** ***4 = good*** ***5 = excellent***

The Solicitation Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's Raw Weighted Score for purposes of calculating the section score as indicated.

RESPONDENT LEGAL ENTITY NAME:					
Response Page # (Respondent completes)	**Item Ref.**	**Section C— Technical Qualifications, Experience & Approach Items**	**Item Score**	**Evaluation Factor**	**Raw Weighted Score**
	C.1.	Provide a narrative that illustrates the Respondent's understanding of the State's requirements and project schedule.		**1**	
	C.2.	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		**1**	
	C.3.	Provide a narrative that illustrates how the Respondent will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		**1**	
	C.4.	Provide a narrative that illustrates the Respondent's understanding of responsibilities for dispensing scheduled drugs and over-the-counter medications as a Long Term Care Pharmacy.		**1**	
The Solicitation Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.			**Total Raw Weighted Score:** *(sum of Raw Weighted Scores above)*		
Total Raw Weighted Score / **Maximum Possible Raw Weighted Score** *(i.e., 5 x the sum of item weights above)*			**X 60** *(maximum possible score)*	**= SCORE:**	
State Use – Evaluator Identification:					
State Use – Solicitation Coordinator Signature, Printed Name & Date:					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for providing goods or services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract, for the entire contract period. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each compensable unit is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract, Section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request any goods or services from the Contractor in any specific dollar amounts or to request any goods or services at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to this RFP. If the individual signing this Cost Proposal is not the *President* or *Chief Executive Officer*, the Respondent must attach evidence to the Cost Proposal showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:	
PRINTED NAME & TITLE:	
DATE:	

RESPONDENT LEGAL ENTITY NAME:	

Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	11/1/2015 - 10/31/2016	**11/1/2016 - 10/31/2017**	**11/1/2017 - 10/31/2018**	**11/1/2018 - 10/31/2019**	**11/1/2019 - 10/31/2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Dispensing Fee for scheduled drugs Contract Section A.4.	$ /Prescription	$ /Prescription	$ /Prescription	$ /Prescription	$ /Prescription		45	
Dispensing Fee for over-the-counter medications Contract Section A.4.	$ /Prescription	$ /Prescription	$ /Prescription	$ /Prescription	$ /Prescription		45	

RESPONDENT LEGAL ENTITY NAME:								
Cost Item Description	**Proposed Cost**					**State Use ONLY**		
	11/1/2015 - 10/31/2016	**11/1/2016 - 10/31/2017**	**11/1/2017 - 10/31/2018**	**11/1/2018 - 10/31/2019**	**11/1/2019 - 10/31/2020**	**Sum**	**Evaluation Factor**	**Evaluation Cost** (sum x factor)
Dispensing Fee purified proteins derivative PPG solution Contract Section A.5.	$ / Each	$ / Each	$ / Each	$ / Each	$ / Each		5	
Dispensing Fee for Flu Vaccine Contract Section A.6.	$ / Each	$ / Each	$ / Each	$ / Each	$ / Each		5	
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above)**:** The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.								
lowest evaluation cost amount from all proposals / **evaluation cost amount being evaluated** **x 30 (maximum possible score)** **= SCORE:**								
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

RFP ATTACHMENT 6.4.

REFERENCE QUESTIONNAIRE

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Respondent.

The Respondent will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Response & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Respondent's Technical Response.

RFP # 34401-00521 REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT: RESPONDENT NAME (completed by Respondent before reference is requested)

The "reference subject" specified above, intends to submit a response to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such response, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:	
TITLE:	
TELEPHONE #	
E-MAIL ADDRESS:	

(3) What goods or services does/did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the goods or services described above?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

RFP # 34401-00521 REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

(5) If the goods or services that the reference subject provided to your company or organization are completed, were the goods or services provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(6) If the reference subject is still providing goods or services to your company or organization, are these goods or services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

(7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

(8) In what areas of goods or service delivery does/did the reference subject excel?

(9) In what areas of goods or service delivery does/did the reference subject fall short?

(10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

RFP # 34401-00521 REFERENCE QUESTIONNAIRE — PAGE 3

(11) Considering the staff assigned by the reference subject to deliver the goods or services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

(12) Would you contract again with the reference subject for the same or similar goods or services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						**most satisfied**

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:
(by the individual completing this request for reference information)

_____
(must be the same as the signature across the envelope seal)

DATE: _____

RFP ATTACHMENT 6.5.

SCORE SUMMARY MATRIX

	RESPONDENT NAME		*RESPONDENT NAME*		*RESPONDENT NAME*	
GENERAL QUALIFICATIONS & EXPERIENCE **(maximum: 10)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH **(maximum: 60)**						
EVALUATOR NAME						
EVALUATOR NAME						
REPEAT AS NECESSARY						
	AVERAGE:		**AVERAGE:**		**AVERAGE:**	
COST PROPOSAL **(maximum: 30)**	**SCORE:**		**SCORE:**		**SCORE:**	
TOTAL RESPONSE EVALUATION SCORE: **(maximum: 100)**						

Solicitation Coordinator Signature, Printed Name & Date:

RFP ATTACHMENT 6.6.

RFP # 34401-00521 *PRO FORMA* CONTRACT

The *Pro Forma* Contract detailed in following pages of this exhibit contains some "blanks" (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILILTIES
AND
CONTRACTOR NAME

This Contract, by and between the State of Tennessee, Department of Intellectual and Developmental Disabilities, hereinafter referred to as the “State” or “DIDD” and Contractor Legal Entity Name (“Contractor”), is for the provision of pharmacy services, as further defined in the "SCOPE." State and Contractor may be referred to individually as a “Party” or collectively as the “Parties” to this Contract.

The Contractor is a/an Individual, For-Profit Corporation, Non-Profit Corporation, Special Purpose Corporation Or Association, Partnership, Joint Venture, Or Limited Liability Company.
Contractor Place of Incorporation or Organization: Location
Contractor Edison Registration ID # Number

A. SCOPE:

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

A.2. The Contractor shall provide pharmacy services to residents of nine (9) Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) community group homes within the middle Tennessee region and to residents of the Harold Jordan Center in Nashville, Tennessee.

A.3. The addresses of delivery sites and maximum number or individuals served under this Contract are:

ICF/IID Community Group Homes

No.	County	Street Address	Maximum Occupancy
1	Davidson	3156 Earhart Road, Hermitage, TN 37076	4
2	Davidson	3160 Earhart Road, Hermitage, TN 37076	4
3	Davidson	889 Tulip Grove Road, Hermitage, TN 37076	4
4	Davidson	895 Tulip Grove Road, Hermitage, TN 37076	4
5	Davidson	3207 Earhart Road, Hermitage, TN 37076	4
6	Davidson	3209 Earhart Road, Hermitage, TN 37076	4
7	Davidson	328 Dennywood Drive, Nashville, TN 37214	4
8	Davidson	2410 Wilford Drive, Nashville, TN 37214	4
9	Wilson	4937 Saundersville Road, Old Hickory, TN 37138	4
		Total Group Homes	36

Harold Jordan Center

County	Street Address	Maximum Occupancy
Davidson	275 Stewarts Ferry Pike, Nashville, TN 37244-0500	
	Total Harold Jordan Center	24
	Total Maximum Individuals Served	60

A.4. The Contractor shall dispense scheduled drugs and over-the-counter medications for treatment of individuals residing in these group homes and the Harold Jordan Center that are ordered by a Doctor of Medicine or other health care professional, who is duly licensed and qualified under the laws of jurisdiction in which scheduled drugs and over-the-counter medications are prescribed.

a. All residents are assigned a Medicare Part D provider by the federal government.

b. Over-the-counter medications include, but may not be limited to, diabetic strips and/or any diabetic supplies.

c. Prescription containers shall be labeled to include the individuals name, number, prescription date, expiration date, prescribing physician, medication name, lot number, strength, dosage, directions for administration, and any applicable warnings or dietary instructions or other information in compliance with federal regulations and the laws of the State of Tennessee.

d. The Contractor shall provide a monthly/thirty–thirty-one (30-31) day supply of an individual's medication regime unless prescribed for a lesser amount of time.

A.5. The Contractor shall provide purified proteins derivative PPG solution for tuberculosis testing of all individuals residing in the group homes and Harold Jordan Center and to all direct care and support staff in the homes.

A.6. The Contractor shall provide Flu vaccine for all individuals residing in the group homes and Harold Jordan Center and to all direct care and support staff in the homes.

A.7. The Contractor shall provide a system for communication with each site for all new orders, refill orders, change orders, discontinued orders and other changes.

A.8. The Contractor shall provide a packaging system for unit dose packaging. The unit dose packaging shall provide individually packaged medications for unit of use administration.

A.9. The Contractor shall provide a Medication Administration Record (MAR) documentation system for each group home that includes but may not be limited to the inclusion of physicians' orders.

A.10. The Contractor shall provide a system for the provision of "stat" or immediate use dosages that are available twenty four (24) hours per day seven (7) days per week either through on-sight immediate use stock or delivery. If delivery or retail purchase is necessary it shall be provided and paid for by the Contractor.

A.11. The Contractor shall ensure that dispensing, packaging, administering and storage of all prescriptions shall be in accordance with applicable DIDD policies and the Tennessee Board of Pharmacy rules and regulations. Narcotics shall be dispensed and documented in accordance with Tennessee Board of Pharmacy guidelines.

A.12. The Contractor shall provide medication review as required by ICFs/IID federal requirements 42 CFR 483, and billing to the appropriate Medicare Part D provider or State of Tennessee for medications not covered by the applicable Medicare Part D plan.

A.13. The Contractor shall provide a monthly computer-generated medication administration report of dispensed medication and send it to the administrative offices of the group homes within five (5) work days past the end of each month. The Contractor shall also provide medication information or a fact sheet for all medications taken for the purpose of monitoring drug interaction of medications prescribed for individuals and residing in the group homes.

A.14. The Contractor shall provide a monthly receiving report of all returned medications for credit along with a monthly utilization report.

A.15. The Contractor shall provide ad hoc reports upon request by the State and shall send the report to the DIDD Middle Tennessee Regional Office.

A.16. The Contractor shall provide a Pharmacist to conduct quarterly reviews of resident records in accordance with ICFs/IID Guidelines and to inspect the medication areas on a quarterly basis (medication storage, emergency boxes, medication return bins, narcotic documentation, etc.) and provide any additional consultation for clinical staff deemed warranted.

A.17. The Contractors pharmacy shall accept prescription drug orders between the hours of 8 AM and 7 PM central standard time. Prescription orders received by the Contractor's pharmacy after 3 PM central time Monday through Friday shall be delivered to the ordering group home or Harold Jordan Center by 12 noon of the following day.

A.18. The Contractor shall ensure that pharmacy services are provided by a Pharmacist licensed in Tennessee to provide such services in Tennessee.

A.19. Contractor will provide medication storage system, fax machines, ER or emergency boxes and Medication Return Bins.

A.20. The Contractor shall ensure that all medications will be dispensed by persons who are permitted to dispense medications by the Tennessee Board of Pharmacy

A.21. The Contractor shall develop and implement a drug usage evaluation program to ensure the appropriate safe and effective use of medications and the Contractor shall submit quarterly evaluations to the DIDD Middle Tennessee Regional Office and to the Circle of Support (CoS) for quality improvement and outcomes management.

A.22. Warranty. Contractor represents and warrants that throughout the Term of this Contract ("Warranty Period"), the goods or services provided under this Contract shall conform to the terms and conditions of this Contract. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services.

A.23. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

This Contract shall be effective on November 1, 2015 ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Written Dollar Amount ($Number) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Compensation Firm. The payment methodology in Section C.3. of this Contract shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The payment methodology includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment methodology for goods or services authorized by the State in a total amount as set forth in Section C.1.

a. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

b. The Contractor shall be compensated based upon the following payment methodology:

Goods or Services Description	**Amount** (per compensable increment)				
	11/1/2015 - 10/31/2016	**11/1/2016 - 10/31/2017**	**11/1/2017 - 10/31/2018**	**11/1/2018 - 10/31/2019**	**11/1/2019 - 10/31/2020**
Scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution, Flu Vaccine Cost per the National Average Drug Acquisition Cost (NADAC) as of the date of dispensing the drug Contract Section A.4.	NADAC per each prescription	NADAC per each prescription	NADAC per each prescription	NADAC per each prescription	NADAC per each prescription
Dispensing Fee for scheduled drugs Contract Section A.4.	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription
Dispensing Fee for over-the-counter medications Contract Section A.4.	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription	$ NUMBER per each prescription
Dispensing Fee purified proteins derivative PPG solution Contract Section A.5.	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit
Dispensing Fee for Flu Vaccine Contract Section A.6.	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit	$ NUMBER per each unit

c. The Contractor shall process all claims for services through the applicable Medicare Part D program, and invoice the remaining claims to the Tennessee Department of Intellectual and Developmental Disabilities – Middle Region monthly post-consumption. Remaining claims for scheduled drugs, over-the-counter medications, purified proteins derivative PPG solution and flu vaccine shall be paid to the Contractor based upon the Average

Wholesale Price (AWP) as published in one of the national drug pricing compendia, as of the date of dispensing the drug.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. Contractor shall submit invoices and necessary supporting documentation, no more frequently than once a month, and no later than thirty (30) days after goods or services have been provided to the following address:

DIDD Accounts Payable
Suite 900, Citizen's Plaza Building
400 Deaderick Street
P.O. Box 949
Nashville, TN 37243

a. Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

(1) Invoice number (assigned by the Contractor);
(2) Invoice date;
(3) Contract number (assigned by the State);
(4) Customer account name: Department of Intellectual and Developmental Disabilities;
(5) Customer account number (assigned by the Contractor to the above-referenced Customer);
(6) Contractor name;
(7) Contractor Tennessee Edison registration ID number;
(8) Contractor contact for invoice questions (name, phone, or email);
(9) Contractor remittance address;
(10) Description of delivered goods or services provided and invoiced, including identifying information as applicable;
(11) Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
(12) Applicable payment methodology (as stipulated in Section C.3.) of each good or service invoiced;
(13) Amount due for each compensable unit of good or service; and
(14) Total amount due for the invoice period.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;
(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and
(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as

acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, shall be made by automated clearing house.

b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number in the Substitute W-9 Form must be the same as the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID.

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Dr. Levi Harris, Director
Middle Tennessee Regional Office
Department of Intellectual and Developmental Disabilities
275 Stewarts Ferry Pike
Nashville, Tennessee 37214
Levi.Harris@tn.gov
Telephone 615-231-5436
FAX # 615-231-5150

Jama Phillips, Deputy Director
Middle Tennessee Regional Office
Department of Intellectual and Developmental Disabilities
275 Stewarts Ferry Pike

Nashville, Tennessee 37214
Jama.Phillips@tn.gov
Telephone 615-231-5288
FAX # 615-884-4405

Pixie Duncan, Director of Nursing
Department of Intellectual and Developmental Disabilities
Harold Jordan Center
275 Stewarts Ferry Pike
Nashville, Tennessee 37214-0500
Pixie.Duncan@tn.gov
Telephone # 615-231-5335

Pierre Womble, Director
Department of Intellectual and Developmental Disabilities
Harold Jordan Center
259 Stewarts Ferry Pike
Nashville, Tennessee 37214-0500
pierre.womble@tn.gov
Telephone # 615-231-5418

Fiscal Contact:

Arlen Munden, Deputy Chief Financial Officer
Department of Intellectual and Developmental Disabilities
Citizens Plaza State Office Building
400 Deaderick Street
Nashville, Tennessee 37243
Arlen.Munden@tn.gov
Telephone # 615-532-3031
FAX # 615-253-6713

The Contractor:

Contractor Contact Name & Title
Contractor Name
Address
Email Address
Telephone # Number
FAX # Number

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. The State's total liability under this Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount detailed in Section C.1. and as may be amended, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for intentional torts, criminal acts, fraudulent conduct, or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq*., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 –608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's

performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all applicable state and federal laws and regulations in the performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101- 407.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;
b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below);
c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
d. the State solicitation, as may be amended, requesting responses in competition for this Contract;
e. any technical specifications provided to proposers during the procurement process to award this Contract; and,
f. the Contractor's response seeking this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

E.2. Insurance. The Contractor shall carry adequate liability and other appropriate forms of insurance.

a. The Contractor shall maintain, at minimum, the following insurance coverage:

(1) Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars ($1,000,000) per occurrence for employers' liability whichever is greater.

(2) Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

(3) Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars ($1,000,000) per occurrence.

(4) Errors and Omission Coverage with a limit of not less than one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

b. The Contractor shall provide a valid Certificate of Insurance naming the State as an additional insured and detailing Coverage Description; Insurance Company & Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Contractor shall obtain from Contractor's insurance carrier(s) and will deliver to the State waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Contract.

E.3. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information". Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

E.4. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.5. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's Response to RFP 34401-00521 (Attachment 6.2.B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and Tennessee service-disabled veterans. Such reports shall be provided to the State of Tennessee Governor's Office of Diversity Business Enterprise in the required form and substance.

E.6. Liquidated Damages. If failure to perform in accordance with any term or provision of the Contract occurs ("Liquidated Damages Event"), the State may assess damages on Contractor ("Liquidated Damages"). The State shall notify the Contractor of amounts to be assessed as Liquidated Damages. The Parties agree that due to the complicated nature of the Contractor's obligations under this Contract it would be difficult to specifically designate a monetary amount for Contractor's failure to fulfill its obligations regarding the Liquidated Damages Event as these amounts are likely to be uncertain and not easily proven. Contractor has carefully reviewed the Liquidated Damages contained in Attachment 2 and agrees that these amounts represent a reasonable relationship between the amount and what might reasonably be expected in the event of a Liquidated Damages Event, and are a reasonable estimate of the damages that would occur

from a Liquidated Damages Event. The Parties agree that the Liquidated Damages represent solely the damages and injuries sustained by the State in losing the benefit of the bargain with Contractor and do not include any injury or damage sustained by a third party. The Contractor agrees that the Liquidated Damages are in addition to any amounts Contractor may owe the State pursuant to the indemnity provision or any other sections of this Contract.

The State is not obligated to assess Liquidated Damages before availing itself of any other remedy. The State may choose to discontinue Liquidated Damages and avail itself of any other remedy available under this Contract or at law or equity.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTORSIGNATURE **DATE**

PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)

DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES:

DEBRA K. PAYNE, COMMISSIONER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION

ATTACHMENT 2

LIQUIDATED DAMAGES

DELIVERABLES	LIQUIDATED DAMAGES PER BUSINESS DAY
Failure to provide services described in Section A of this Contract.	$1,000 per day for failure to provide any services scheduled for that day