



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

**REQUEST FOR PROPOSALS # 34401-00520  
AMENDMENT # 6  
FOR PHARMACY SERVICES**

DATE: September 2, 2015

RFP # 34401-00520 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 4, 2015
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 8, 2015
9. Negotiations (Optional)	4:30 p.m.	September 9-10, 2015
10. State Notice of Intent to Award Released and RFP Files Opened for Public Inspection	2:00 p.m.	September 14, 2015
11. End of Open File Period		September 21, 2015
12. State sends contract to Contractor for signature		September 22, 2015
13. Contractor Signature Deadline	2:00 p.m.	September 30, 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,  
WEST TENNESSEE

**REQUEST FOR PROPOSALS # 34401-00520  
AMENDMENT # 5  
FOR PHARMACY SERVICES**

**DATE: July 29, 2015**

**RFP # 34401-00520 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 <u>and</u> 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		December 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
<p>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".</p> <p>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.</p>	<p>Medicare Part D is the primary payor.</p>
<p>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).</p> <p>Any clarification would be most helpful.</p>	<p>All references to NADAC are deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00520 below.</p>
<p>2 Would it be possible to obtain a list of current medications, including utilization, for sites listed in solicitation # 00521 and 00520?</p>	<p>Yes, refer to RFP 34401-00520 Amendment 5 Attachment 1.</p>
<p>3 Who is the current contracted pharmacy provider, and could we obtain a copy of their proposal?</p>	<p>Turenne PharMedCo</p> <p>The current contract was procured non-competitively for a 1 year period. A proposal for the current contract is non-applicable.</p>
<p>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?</p>	<p>RFP Amendments 1, 2, 3, and 4 revised the schedule of events.</p>
<p>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 by us)?</p>	<p>References for completed projects is considered to be for past work whereas services under a specific contract/agreement is final.</p> <p>Yes.</p>
<p>6 Does the pharmacy need to be a Long Term Care Pharmacy?</p>	<p>Yes.</p>
<p>7 Is AWP based pricing for Non-Medicare drugs acceptable?</p>	<p>Yes.</p>
<p>8 Expected volume of scripts per month?</p>	<p>480</p>

QUESTION/COMMENT	STATE RESPONSE
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 <i>pro-forma</i> 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 contract 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 deliveries)	Yes.
19 Please define medication storage system. (Is this an afterhours medication system (machine), or medication carts, etc?)  How are the medication presently stored?	No after hour medication system is required.  We currently have a large lockable storage cassette that sits in the locked medication room on the counter. It has large pull out drawers that the cards fit in for each individual and a narcotics

QUESTION/COMMENT	STATE RESPONSE
Are medication carts required?	<p>drawer – provided by the current contractor.</p> <p>All externals and bulk liquids medications are stored in cabinets in the locked medication room.</p> <p>Medication carts are not required.</p>
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.	<p>All references to NADAC are deleted from the RFP.</p> <p>Refer to Section 3 of this Amendment to RFP 34401-00520 below.</p>
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?	<p>All references to NADAC are deleted from the RFP.</p> <p>Refer to Section 3 of this Amendment to RFP 34401-00520 below.</p>
24 Who presently services the workload defined in this contract?	Turenne PharMed Co.
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?	Each individual averages between 5-10 individual prescriptions per month. We currently have 48 individuals
27 Is there a resident (visiting) physician or are patients taken out for majority of appointments?	We have a Medical Director and Nurse Practitioner who provide the majority of care. Individuals go out for individual specific medical consults
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.
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

QUESTION/COMMENT	STATE RESPONSE
	work, medication rooms and med pass observations. They need to include a note to the attending Primary Care Physician (PCP) 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 is deleted from the RFP. Refer to Section 3 of this Amendment to RFP 34401-00520 below.
34 What was the last dispensing fee (scheduled drugs/over the counter/ PPG Solution/flu vaccine)?	\$3.00 dispensing fee for scheduled drugs; \$3.00 dispensing fee for over-the-counter medications; and 0.00 for PPG Solution/flu vaccine
35 Is the RFP asking for 12 fax machines and 12 medication storage cart?	Yes, these are currently supplied by the current pharmacy.
36 In regards to the RFP, which key people need to be addressed? Pharmacist (Consultant) Pharmacy Technician, Nurse (consulting with the facilities) OR all pharmacy personnel required to fill and deliver the goods/services on a daily basis?	Refer to RFP Section 1.4 RFP Communications

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

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

<b>ICF/IID Community Group Homes</b>			
<b>No.</b>	<b>County</b>	<b>Street Address</b>	<b>Maximum Occupancy</b>
1	Shelby	5982 Polk Street, Arlington, TN 38002	4
2	Fayette	95 Oak Hollow Cove, Arlington, TN 38002	4
3	Fayette	230 Oak Hill Lane, Arlington, TN 38002	4
4	Shelby	10926 Lubov Road, Arlington, TN 38002	4
5	Shelby	7405 Osborntown Road, Arlington, TN 38002	4
6	Shelby	2960 Schaeffer Drive, Eads, TN 38028	4
7	Shelby	11444 Arlington Woods Cove, Arlington, TN 38002	4
8	Shelby	11456 Arlington Woods Cove, Arlington, TN 38002	4
9	Shelby	11455 Arlington Woods Cove, Arlington, TN 38002	4
10	Shelby	11443 Arlington Woods Cove, Arlington, TN 38002	4
11	Shelby	11003 Highway 70, Arlington, TN 38002	4
12	Shelby	11005 Highway 70 Arlington, TN 38002	4
<b>Total Maximum Individuals Served</b>			<b>48</b>

**6. 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 <b>Average Wholesale Price (AWP)</b> as of the date of dispensing the drug as 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.

**7. 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., 3<sup>rd</sup> 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.

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

9. **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.

**RFP Medication List 07-2015**  
**(Amounts listed parenthesis are for a 30 day period)**

**11443 Arlington Woods Cove:**

- Vitamin D 50,000 units – one capsule once per week (4 capsules per month)
- Z-Bec tablet – one tablet once daily (30 tablets per month)
- Prosource No carb 10 ml with 100 ml every four hours (1800 ml per month)
- Humalog 100 units/ml per Sliding Scale  
<150 – 0 units, 151 to 200 – 3units, 201 to 250 – 5 units, 251 to 300 – 7 units,  
301 to 350 – 10 units, 351 to 400 – 12 units
- Binosto 70 mg – one tablet once a week for 6 months, reorder as needed (4 tablets per month)
- Blistex lip ointment – apply to lips as needed
- Cilostazol 50 mg – one tablet two times a day (60 tablets per month)
- Ferrous Sulfate 220mg/5ml – 7.5 ml once daily (237 ml per month)
- Fluticasone Prop 50 mcg – 2 sprays each nostril once daily
- Gavilax powder– one capful (17 gms) on 8 ounces of liquid twice daily
- Geriaton Liquid – 15 ml once daily (450 ml per month)
- Ibuprofen 400 mg 1 tablet every 8 hours, as needed
- Ipratropium Bromide 0.02% solution 1 vial every six hours (120 vials)
- Lactulose 10gm/15 ml solution – 30 ml as needed for no bowel movement in three days
- Levothyroxine 100 mcg – one tablet once daily (30 tablets per month)
- Listerine Antiseptic as directed three times per day
- Loratadine 10 mg tablet – one tablet once daily (30 tablets per month)
- Metoclopramide 5 mg – one tablet three times per day (90 tablets per month)
- Milk of Magnesia Suspension – 30 ml every day as needed if no bowel movement after 2 days/6 shifts
- Nitrofurantoin MCR 100 mg – one capsule once daily (30 capsules per month)
- Ranitidine 150 mg – one tablet once daily (30 tablets per month)
- Simvastatin 40 mg – one tablet at bedtime (30 tablets per month)
- Sween Cream topically on left forearm every day
- TamsulosinHcl – one capsule three times a day (90 capsules per month)
- Mycolog Ointment apply to body three times a day until resolved or whenever present
- Albuterol 0.083% inhalation solution – one vial every four hours as needed
- Antacid chewable tablet 500 mg – one tablet once daily (30 tablets per month)
- Aspirin 81 mg chewable tablet – one tablet once daily (30 tablets per month)
- Blistex lip ointment – to dry lips as needed
- Budesonide 0.5mg/2ml solution one vial two times a day (60 vials per month)
- Chlorhexidine 0.12% rinse – apply to gums two times per day
- Enema twin pack – one enema rectally if no bowel movement in two days as needed
- Fish oil 1000 mg – one capsule twice per day (60 capsules per month)
- Gavilax powder (510 Gms/bottle) – 17 gms with 4 ounces of liquid two times per day
- Geriaton liquid – 15 ml once a day (450 ml per month)
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Johnson’s baby shampoo – mix 50% water and 50% shampoo every morning
- Ketoconazole 2% shampoo – twice weekly
- Lactulose 10Gm/15ml – 50 ml once daily (1500 ml per month)
- Levetiracetam – 1,000 mg – one tablet two times per day (60 tablets per month)
- Levetiracetam – 500 mg – one tablet two times per day (60 tablets per month)
- Liquitears drops – one drop in both eyes four times per day
- Lubrifresh PM Ointment – to both eyes daily at bedtime

RFP 34401-00520 Amendment 5 Attachment 1

- Metoclopramide 5 mg – one tablet two times per day (60 tablets per month)
- Milk of Magnesia Suspension – 50 ml daily at bedtime (1500 ml per month)
- Montelukast 10 mg – one tablet once a day (30 tablets per month)
- Mupirocin 2% ointment – apply two times per day
- Nystatin powder 100,000 units – apply three times per day
- Potassium Chloride 10% (15ml/20 mEq) – 15 ml two times per day (450 ml per month)
- Prevacid 30 mg solutab – one tablet two times per day (60 tablets per day)
- Simethicone 40 mg/0.6 ml) – 1.2 ml two times per day (72 ml per month)
- Sodium bicarbonate 650 mg tablet – mix with Zenpep to unclog tube as needed
- Sodium chloride 0.9% vial as needed to tracheostomy care
- Sween 24 cream – apply two times daily
- Vitamin D 50,000 units – one capsule once a week (4 capsules per month)
- Zenpep DR 10,000 units – mix with NaHCO<sub>3</sub> 650mg tablet in 10 ml water as needed to unclog tube
- Zonisamide 100 mg capsule – one capsule once daily (30 capsules per month)
- ProSource No Carb 15 cc three times per day (1350 ml per month)
- Geri-Lanta liquid – 30 ml two times a day (1800 ml per month)
- Ibuprofen 100 mg/5 ml suspension – 20 ml every 8 hours as needed
- Milk of Magnesia Suspension – 30 ml two times per day (1800 ml per month)
- Omeprazole DR 20 mg – one cap dissolve in Sodium bicarbonate 3 times a day (90 caps per month)
- Potassium chloride 10% (20 meq/15 ml) – 15 ml once daily (450 ml per month)
- Promethagan 12.5 mg 1 suppository every 6 – 8 hours as needed
- Sodium bicarbonate 8.4% solution – dissolve one cap of omeprazole in 10 ml of sodium bicarbonate 3 times a day (900 ml per month)
- Vitamin D3 400 unit/ml DR – give 18ml (7200 units) once a day (540 ml per month)
- Zinc Oxide 20% ointment – to affected area after each diaper change
- Acetaminophen 160 mg/5ml every 8 hours as needed
- Blistex lip ointment topically to lips as needed for dry lips
- Bourdeaux Butt Paste to G and J tube stoma two times a day and as needed
- Centamin liquid 5 ml once daily (150 ml per month)
- CetrizineHcl 1mg/ml 10ml once a day (300 ml per month)
- Fleets Enema Twin pack – 1 enema rectally if no bowel movement in two days as needed
- Fluticasone Propionate 50 mcg 2 sprays in each nostril once a day
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every four hours as needed
- Aspirin 81 mg chewable tablet 1 tablet once a day (30 tablets per month)
- Blistex lip ointment as needed for dry lips
- Chlorhexidine 0.12% rinse before breakfast and at bedtime
- Enema twin pack 1 enema if no bowel movement in 2 days as needed
- Ferrous sulfate 220mg/5ml – 300 mg (6.8ml) at 12 noon (204 ml per month)
- Fluvirin 2013-2014 vial administer 0.5ml as directed
- Folic Acid 1 mg once a day (30 tablets per month)
- Geriaton liquid 15 ml once a day (450 ml per month)
- Humalog 100 units per ml per sliding scale  
<150 – 0 units, 151 to 200 – 3units, 201 to 250 – 5 units, 251 to 300 – 7 units,  
301 to 350 – 10 units, 351 to 400 – 12 units
- Insta glucose 40% gel 15 Gm as needed for blood glucose <50mg/DL and patient asymptomatic
- Ipratropium Br 0.02% solution one vial (2.5ml) for aerosol every 6 hours (120 vials per month)
- Johnson's baby shampoo wash eye daily with 50% shampoo and 50% lukewarm water
- Lantiseptic ointment to affected area two times per day
- Levetiracetam 500 mg 3 tablets two times per day (180 tablets per month)

RFP 34401-00520 Amendment 5 Attachment 1

- LidocaineHcl 1% vial use 4 ml as nebulizer treatment every 4 hours as needed for cough
- Liquitears drops 4 drops in both eyes four times a day
- Lorazepam 1 mg one tablet every 12 hours (60 tablets per month)
- Lubrifresh PM ointment apply a small ribbon to both eyes three times daily
- Miconazole nitrate 2% cream twice daily to groin
- Milk of Magnesia suspension 15 ml twice daily (900 ml per month)
- Mupirocin 2% ointment to J-tube site two times per day
- Oyster Shell calcium 500 mg 1 tablet two times a day (60 tablets per month)
- Prevacid 30 mg solutab 1 tablet in 10 ml water two times a day (60 tablets per month)
- Q-Tussin 100 mg/5ml 10 ml four times a day (1200 ml per month)
- Ranitidine 15mg/ml 10 ml daily at bedtime (300ml per month)
- Sodium bicarbonate 650 mg 1 tablet in 10 ml water as needed to unclog g/j tube
- Sodium chloride 0.9% vial as needed for trache care
- ZenPep DR 10,000 units mix with sodium bicarbonate 650mg in 10 ml water to unclog tube as needed
- Prosource No Carb 30cc two times a day (1800 ml per month)
- Benefiber 1 Tbsp once a day for constipation

1444 Arlington Woods Cove.

- Acetaminophen 160mg/5ml - 20.3 ml every 6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 4 to 6 hours as needed
- Enema twin pack 1 enema as needed if no bowel movement in three days as needed
- Gaviscon Powder 17 GM in 8 oz of water once a day
- Multivitamin tablet 1 tablet once a day (30 tablets per month)
- Phenobarbital 32.4 mg 1 tablet three times per day (90 tablets per month)
- Glycerin adult suppository 1 suppository as needed if no bowel movement from laxatives in 24 hours
- Acetaminophen 160mg/5ml - 20.3 ml every 4-6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 4 to 6 hours as needed
- Blistex lip ointment as needed for dry lips
- CetrizineHcl 10 mg 1 tablet once a day (30 tablets per month)
- Cyanocobalamin 1,000 mcg 1 ml IM once a month (1 per month)
- Enema twin pack 1 enema as needed if no bowel movement in three days as needed
- Fluticasone Propionate 50 mcg 1 sprays in each nostril once a day
- Gaviscon Powder 17 GM in 8 oz of water once a day
- Geriaton liquid 7.5 ml once a day (225 ml per month)
- Heparin lock flush 100 units flush port-a-cath with 3 ml once a month
- Ketoconazole 2% cream as directed three times a week
- Liquitears drops clean eye lids 2 times a day as needed
- Liquitears drops 2 to 4 drops in both eyes four times a day
- Lisinopril 2.5 mg – one tablet at 8 pm (30 tablets per month)
- Miconazole Nitrate 2% cream as directed with every diaper change
- Montelukast sodium 10 mg 1 tablet once a day every evening (30 tablets per month)
- Nexium 40 mg capsule 1 capsule dissolved in 10 ml sodium bicarbonate two times a day (60 capsules)
- Normal saline flush syringe flush port-a-cath with 5 ml once a month
- Potassium chloride 20% (40 meq) 7.5 ml three times a day (675 ml per month)
- Q-Tussin 100 mg/5ml 30 ml two times a day (1800 ml per month)
- Saline mist 0.65% nose spray 1 spray in each nostril three times a day
- Docusate Na 50 mg/5ml 10 ml twice a day (600 ml per month)
- Silver nitrate applicator to granulation tissue at G/J tube site as needed

RFP 34401-00520 Amendment 5 Attachment 1

- Sodium bicarbonate 650 mg 1 tablet mix in 1 ZenPep tablet in 10 ml water as needed to unclog j tube
- Sodium bicarbonate 8.4% solution 10 ml dissolve Nexium as needed two times a day (600 ml per month)
- Vicks Vaporub Ointment as directed to toe nails
- Vitamin B-6 25 mg tablet 1 tablet once a day (30 tablets per month)
- Vitamin D 2,000 IU tab 1 tablet by mouth once a day (30 tablets per month)
- ZenPep Dr 10,000 units Mix with Sodium Bicarbonate to unclog j-tube
- ProsourceNoCarb 30 cc three times a day (2700 ml per month)
- Levetiracetam 750 mg 2 tablets twice a day (120 tablets per month)
- Dilantin infatabs 50 mg 7 tablets (350mg) on Mondays and Thursdays (56 tablets per month)
- Dilantin infatabs 50 mg 6 tablets (300 mg) on Tuesdays, Wednesdays, Friday, Saturday, Sunday (120 tablets per month)
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every night at bedtime (30 vials per month)
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 4 to 6 hours as needed
- Baclofen 10 mg 1 tablet three times a day (90 tablets per day)
- DiastatAcudial 5-7.5-10 10 mg daily as needed for seizures longer than 4 minutes
- Enema twin pack 1 enema as needed if no bowel movement in three days as needed
- Gavilax Powder 17 GM in 8 oz of water once a day
- Glycopyrrolate 1 mg one tablet four times a day (120 tablets per month)
- Ibuprofen 100mg/5ml 20 ml every 6 hours, as needed
- Ketoconazole 2% shampoo to hair and scalp as needed
- Ketoconazole 2% shampoo on Mondays and Thursdays
- Medroxyprogesterone 150mg /ml IM every 90 days
- Metoclopramide 5 mg/5ml give 5 ml three times per day (450 ml per month)
- Milk of Magnesia Suspension – 8 ml every day at bedtime (240 ml per month)
- Mupirocin 2% ointment – apply two times per day
- Oxycarbazepine 300 mg/5ml 10 ml three times a day (900 ml per month)
- Ranitidine 15 mg/ml – 5 ml two times a day (300 ml per month)
- Refresh eye drops 1 drop in both eyes four times a day
- Docusate Na 50 mg/5ml 2 ml once a day (60 ml per month)
- Vitamin D 1,000 units – one tablets once per day (30 tablets per month)
- Zonisamide 100 mg capsule 2 capsules twice per day (60 capsules per month)
- Acetaminophen APAP 500mg – one tablet every 4 hours as needed
- AmiodaroneHcl 200 mg two tablets once a day (60 tablets per month)
- Aspirin EC 81 mg one tablet once a day (30 tablets per month)
- Blistex lip ointment as needed for dry lips
- Digoxin 125 mcg tablet ½ tablet (62.5mg) on Mon., Thurs., Sat., hold for HR <55 (12 ½ tabs per month)
- Furosemide 40 mg 1 ½ tablets two time a day (sixty 1 whole tablet & sixty ½ tablets per month)
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Levothyroxine 200 mcg – one tablet once daily (30 tablets per month)
- Mucinex 600 mg tablet one tablet two time a day (60 tablets per month)
- Omeprazole DR 40 mg capsule – one cap dissolve in Sodium bicarbonate once a day (30 caps per month)
- Potassium Chloride ER 20 Meq one tablet once a day (30 tablets per month)
- Digoxin 0.125 mg Once a day on Mondays, Thursdays and Saturdays (12 tablets per month)
- Vitamin D 2,000 units – one capsule once day (90 capsules per month)

11456 Arlington Woods Cove.

- Acetaminophen 650 mg 1 tablet every 4 hours as needed
- Banzel 400 mg tablet one tablet 3 times a day (90 tablets per month)

RFP 34401-00520 Amendment 5 Attachment 1

- Beconase AQ 0.042% spray two sprays each nostril twice daily
- Desonide 0.05% cream 2 times per day as needed
- Docusate Na 100 mg capsule 2 capsules three a day (90capsules per month)
- Enema twin pack 1 enema as needed if no bowel movement in three days as needed
- Epipen 0.3 mg auto inject as directed
- Hydroxyzine Hcl 10 mg one tablet every 8 hours as needed
- Johnson's baby shampoo to prevent blepharitis as needed
- Ketoconazole 2% shampoo everyday
- Lamotrigine 200 mg one tablet two times a day (60 tablets per month)
- Loratadine 10 mg 1 tablet once a day (30 tablets per month)
- Lorazepam 2 mg tablets – one tablet nightly as bedtime (30 tablets per month)
- Milk of Magnesia Suspension – 30 ml twice daily (1800 ml per month)
- Multivitamins with minerals one tablet once a day (30 tablets per month)
- Q-Tussin DM syrup 5 ml every 4-6 hours as needed
- Omeprazole DR 40 mg capsule – one capsule twice a day (60 capsules per month)
- Vitamin D 1,000 units – one capsule twice a day (60 caps per month)
- Glycerin adult suppository 1 suppository daily at 6 am (30 suppositories per month)
- Keri Lotion original apply three times a day
- Acetaminophen 650 mg 1 tablet every 4 hours as needed
- Acetic Acids-aluminum drops 3 drops in both ears weekly
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every four hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 6 hours (120 vials per month)
- Baclofen 20 mg 1 tablet three times a day (90 tablets per month)
- Benzoyl peroxide 5% to affected area of face two times a day
- Blistex lip ointment to lips as needed
- Budesonide 035mg/2 ml 1 respule two times a day (60 respules per month)
- Calcitonin-Salmon 200 1 puff in 1 nostril once a day, alternating nostrils
- Citalopram Hbr 10 mg 1 tablet once a day (30 tabs per month)
- Clotrimazole-Betamethazone topically two times a day as needed
- Coppertone kids lotion as needed during summer
- Enema twin pack 1 enema if no bowel movement in 3 days as needed
- Fexofenadine Hcl 180 mg one tablet once a day (30 tablets per month)
- Fluticasone Prop 50 mcg 2 sprays in each nostril every day
- Gavilax Powder 17 GM in 8 oz of water Mondays and Fridays
- Genteal Gel drops in each eye 4 to 6 times daily
- Glucagen 1 mg hypokit for Blood sugar <60
- Humalog 100 units/ml per Sliding Scale  
<150 – 0 units, 151 to 200 – 3units, 201 to 250 – 5 units, 251 to 300 – 7 units,  
301 to 350 – 10 units, 351 to 400 – 12 units
- Hydrogen peroxide 3% solution instill 3 drops in both ears on Sundays
- Ibuprofen 800 mg 1 tablet three times a day, as needed
- Ipratropium Bromide 0.02% solution 1 vial every six hours (120 vials)
- Keri Lotion original for dry skin after bath and as needed
- Listerine antiseptic 3 times a day for oral health
- Metformin Hcl 500 mg one tablet twice a day (60 tablets per month)
- Montelukast 10 mg one tablet everyday (30 tablets per month)
- Nystatin 100,000 U/Gm to buttocks 2-3 times a day as needed
- Prevacid 30 mg solutab in 10 ml of water once a day (30 solutabs per month)
- Q-Tussin 100 mg/5ml 10 ml four times a day as needed (1200 ml per month)

RFP 34401-00520 Amendment 5 Attachment 1

- Docusate Na 50 mg/5ml 15 ml twice a day (900 ml per month)
- Sodium bicarbonate 8.4% solution 2 ml per nebulizer as needed every 6 hours
- Testosterone 12.5 mg/1.25 ml apply 2.5 gm to skin daily as directed
- Vitamin D 50,000 units – one capsule every other week (2 capsules per month)
- Zinc oxide 20% ointment to buttocks as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 6 hours as needed
- Alendronate Na 70 mg one tablet once a week (4 tablets per month)
- Banzel 40mg/ml suspension 1.25 ml two times a day (75 ml per month)
- Clindamycin Phosphate 1% to right side facial acne at bedtime
- Clonazepam 0.5 mg one tablet at bedtime (30 tablets per month)
- Diastataccudial 5-7.5-10 – 5 ml as needed. Use up to once daily
- Enema twin pack 1 enema as needed for no bowel movement in 3 days as needed
- Gavilax Powder 17 GM in 8 oz of water once a day
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial every 6 hours as needed
- Geriaton Liquid 15 ml every day (450 ml per month)
- Levetiracetam 500 mg 4 tablets two times a day (240 tablets per month)
- Levothyroxine 75 mcg 1 tablet every morning (30 tablets per month)
- Milk of Magnesia Suspension – 30 ml every day at 12 noon (900 ml per month)
- Liquitears drops 1 drop both eyes three times a day
- Montelukast Na 10 mg 1 tablet daily at bedtime (30 tablets per month)
- Multivitamins with minerals 1 tablet once daily (30 tablets per month)
- Mupirocin 2% ointment to g-tube two times per day
- Nutrisource fiber powder 1 tablespoon with 8 oz water with meals two times a day
- Phenobarbital 20mg/5ml 18.75 mg two times a day (1125 ml per month)
- Potassium chloride 10% (20 meq) 15 ml once a day (450 ml per month)
- Prevacid 30 mg solutab 1 tablet in 10 ml water before twice a day (60 tablets per month)
- Ranitidine 15mg/ml 150 mg once a day
- Docusate Na 50 mg/5ml 10 ml twice a day (600 ml per month)
- Simvastatin 20 mg one tablet once a day at bedtime (30 tablets per month)
- Vitamin C 500 mg 1 tablet twice a day (60 tablets per month)
- Acetaminophen 160mg/5ml 20.3 ml every 6 hours as needed
- BzntropineMes 1 mg once a day (30 tabs per month)
- Bisac-evac 10 mg at night as needed
- Blistex lip ointment for dry lips
- Fleet enema 1 enema if no bowel movement in 3 days as needed
- Haloperidol 0.5mg one tablet two times a day (60 tablets per month)
- Hydroxyzine Hcl 25 mg 1 tablet three times a day (90 tablets per month)
- Keri lotion original for dry skin
- Lansoprazole DR 30 mg capsule 1 capsule two times a day (60 capsules per month)
- Listerine antiseptic two times a day
- Multivitamins tablets one tablet once a day (30 tablets per month)
- Q-Tussin 100 mg/5ml 5 ml 3 times a day as needed
- Senexon-S 1 tablet at bedtime (30 tablets per month)

11455 Arlington Woods Cv.

- Acetaminophen APAP 325 mg 2 tablets every 4-6 hours as needed
- Amantadine 100 mg 1 tablet every day (30 tablets per day)
- Aspirin 81 mg 1 tablet once a day (30 tabs per day)

RFP 34401-00520 Amendment 5 Attachment 1

- Diazepam 10 mg two tablets at bedtime (60 tablets per month)
- Doxepin 75 mg two capsules at bedtime (60 tablets per month)
- Enema twin pack 1 enema if no bowel movement in 8 consecutive shifts as needed
- Escitalopram 20 mg 1 tablet once a day (30 tablets per month)
- Gavilax Powder 17 GM in 8 oz of water twice a day
- Haloperidol 5 mg 1 tablet two times a day (60 tablets per day)
- Levothyroxine 88 mcg – one tablet once daily (30 tablets per month)
- Loratadine 10 mg one tablet once a day (30 tablets per month)
- Mineral Oil, heavy as directed after bathing
- Mupirocin 2% ointment to lower extremities two times a day
- Systane gel eye drops instill drop into each eye q shift
- Vitamin D 1,000 units one tablet once a day (30 tablets per day)
- Nystatin Cream 100,000 units to toes two times a day
- Pataday 0.2% eye drops as directed as needed
- Prevacid 30 mg solutab 1 tablet once a day (30 tablets per month)
- Primidone 50 mg 1 tablet three times a day (90 tablets per month)
- Sodium bicarbonate 650 mg 1 tablet in 10 ml water as needed to unclog g/j tube
- Systane gel eye drops instill 1-2 drop into each eye three times per day
- Tretinoin 0.025% cream to face at bedtime
- Vitamin C 500 mg one tablet once a day (30 tablets per month)
- Brovana 15 mcg/2ml 1 vial two times a day (60 vials per month)
- Budesonide 0.5mg/2ml 1 vial every 12 hours (60 vials per month)
- Carbamezepine 100 mg/5ml 15 ml every 8 hours (1350 ml per month)
- Cetirizine 10 mg one tablet at bedtime (30 tablets per month)
- Clindamycin Ph 1% gel to face as directed daily
- Enema twin pack 1 enema if no bowel movement in 3 days as needed
- Ergocalciferol oral solution 0.05ml (400 units) once a day (15 ml per month)
- Eucerin Cream as directed every day
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Lamisil antifungal 1% spray between toes once day
- Levetiracetam 100mg/ml 20 ml two times a day (1200 ml per month)
- Metoclopramide 5mg/5ml give 5 ml every 6 hours (600 ml per month)
- Montelukast sodium 10 mg 1 tablet once a day (90 tablets per month)
- Nasonex 50 mcg 2 sprays per nostril once a day
- ZenPep DR 10,000 units 1 capsule with 650 mg sodium bicarbonate in 10 m water to unclog tube as needed.
- Acetylcysteine 20% vial use 2 ml each nebulizer treatment every four hours as needed
- Androgel 1.62% gel 1 pump to skin once a day
- Blistex lip ointment for dry lips
- Budesonide 0.5mg/2ml one vial twice per day (60 vials per month)
- Calcium carbonate 500 mg chewable one tablet two times per day (60 tablets per day)
- Chlorhexidine 0.12% oral rinse two times a day
- Chlorophyll 3 mg tablet – two tablets in colostomy bag per change or as needed
- Enema twin pack – one enema if no bowel movement in three days as needed
- Ferrous sulfate 220mg/5ml – 5 ml twice daily (300 ml per month)
- Head and shoulders shampoo three times a week
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Lactulose 10gm/5ml – 30 ml once a day (900 ml per month)
- Liqueartears drops – 3 drops in both eyes four times per day

RFP 34401-00520 Amendment 5 Attachment 1

- Metoclopramide 5 mg – one tablet three times per day (90 tablets per month)
- Montelukast Na 10 mg one tablet once a day at bedtime (30 tablets per month)
- Prevacid 30 mg solutab one tablet twice a day (60 tablets per month)
- Q-tussin 100 mg/5ml 10 ml four times a day (1200 ml per month)
- SCFA enema, one per rectum at bedtime (30 enemas per month)
- Docusate Na 50 mg/5ml 10 ml once a day (300 ml per month)
- Simethicone 40 mg/0.6ml – 40 mg once a day (18 ml per month)
- Sodium bicarbonate 650 mg 1 tablet mix in 1 Viokase tablet in 10 ml water as needed to unclog j tube
- Sodium chloride 0.9% vial q 4 hours as needed to tracheostomy care
- TamsulosinHcl 0.4mg 1 capsule once a day at bedtime (30 capsules)
- Vitamin D 1,000 units one tablet once a day (30 tablets per month)
- Zenpep DR 10,000 units mix with sodium bicarbonate 650 mg in 10 ml of water to unclog j-tube
- 50% shampoo with 50%lukewarm water scrub lid twice a day
- ProsourceNoCarb 30cc three times a day (900 cc per month)
- Acetaminophen 160 mg/5ml 20.3 ml every 4-6 hours as needed
- Amlodipine Bes 5mg one tablet once a day (30 tablets per month)
- Aspirin 81 mg chewable one tablet once a day (30 tablets per month)
- Budesonide 0.5mg/2ml one vial twice per day (60 vials per month)
- Depo-testosterone 200 mg 0.5ml IM every 2 weeks (2 per month)
- Diazepam 5mg one tablet every 6 hours (120 tablets per month)
- Enema twin pack 1 enema if no bowel movement in 3 days as needed
- Ergocalciferol oral solution 6.25ml (50,000u) once a week (25 ml per month)
- Ferrous sulfate 200 mg/5ml 7.5 ml twice a day (450 ml per month)
- Fludrocortisone 0.1mg tab ½ tablet once a day (thirty ½ tabs per month)
- Folic Acid 1 mg one tablet once a day (30 tablets per month)
- Furosemide 10 mg/ml one ml once a day (30 ml per month)
- Gavilax powder (510 gms/bottle) – one capful (17 gms) on 8 ounces of liquid twice daily
- Geriaton liquid 15ml once a day (450 ml per month)
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Lamotrigine 100 mg one tablet twice a day (60 tablets per month)
- Lamotrigine 25mg one tablet twice a day (60 tablets per month)
- Levothyroxine 25 mcg one tablet daily (30 tablets per month)
- Metoclopramide 10 mg one tablet every 6 hours (120 tablets per month)
- Milk of Magnesia suspension 2 tablespoons once a day (1800 ml per month)
- Montelukast 10 mg one tablet once a day at bedtime (30 tablets per month)
- Mupirocin 2% ointment apply to back and neck twice a day
- Potassium chloride 10% (20 meq/15ml) take 10 meq (7.5 ml) once a day
- Prevacid 30 mg solutab dissolve in 10 ml water twice a day (60 solutabs per month)
- Proair HFA 90 mcg 1 puff as needed
- Selenium 2.5% to scalp two times a week
- Sodium bicarbonate 650 mg 1 tablet mix in 1 Viokase tablet in 10 ml water as needed to unclog j tube
- Systane Ultra 0.3 to 0.4% 1 drop to affected eye three times a week.
- TED hose open toe small/regular everyday, remove at night
- Valproic acid 250mg/5ml 20ml three times a day (1800 ml per month)
- Vitamin C 500 mg one tablet once a day(30 tablets per month)
- Zenpep DR 10,000 units mix with sodium bicarbonate 650 mg in 10 ml of water to unclog j-tube
- Zinc sulfate 220mg one capsule once a day (30 capsules per month)

11003 Highway 70

- Acetaminophen 160 mg/5ml every 8 hours as needed
- Aqua care lotion 10% to right palm as needed
- Calcitonin-Salmon 200 units 1 puff in one nostril once a day, alternate nostril
- Enema twin pack 1 enema if no bowel movement in 3 days as needed
- Fish oil 1000mg 1 capsule four times a day (120capsules per month)
- Levothyroxine 25 mcg tablet one tablet once a day (30 tablets per month)
- Milk of Magnesia 30 ml twice a day (600 ml per month)
- Mineral oil, heavy 1 drop in both ears three times a week
- Nutrisource Fiber powder 1 tablespoon every shift with flushes
- Prevacid 30 mg solutab 1 tablet in 10 ml water twice a day (60 tablets per month)
- Vitamin C 500 mg 1 tablet once a day (30 tablets per month)
- Calcium 500 mg one tablet once a day (20 tablets per day)
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 8 hours daily (90 vials per month)
- Alphagan P 0.2% drops – one drop in each eye twice a day
- Budesonide 0.5mg/2ml solution one vial two times a day (60 vials per month)
- Cranberry extract 425mg one capsule twice a day (60 capsules per month)
- Cyclofem 1-35-28 1 tablet once a day (30 tabs per month)
- DorzolamideTimolol drops – 1 drop both eyes twice a day
- Enema twin pack 1 enema is no BM in 3 days as needed
- Hydrochloroquine 200 mg 1 tablet twice a day (60 tablets per day)
- Ibuprofen 200 mg 2 tablets every 8 hours as needed
- Ibuprofen 400 mg 1 tablet every 6-8 hours as needed
- Ipratropium Bromide 0.02% solution 1 vial in addition to usual dose as needed
- Ipratropium Bromide 0.02% solution 1 vial every 8 hours (90 vials)
- Lantiseptic Ointment apply with every diaper change
- Liquitears drops one drop to each eye three times a day
- Lubrifresh ointment small amount in each eye three times a day
- Milk of Magnesia 2 tablespoons at bedtime (900 ml per month)
- Mineral oil, heavy 5 drops in both ears at bedtime
- Montelukast 10 mg 1/2 tablet once a day at bedtime (ninety ½ tablets per month)
- Nitrofurantoin MCR 50 mg once capsule once a day (30 capsules per month)
- Nystatin 100,000u two times a day apply to groin area and buttocks
- Prevacid 30 mg solutabs one tablet in 10 ml water every 12 hours (60 solutabs per month)
- Refresh lacrilube ointment 1 drop two times a day
- Sebulex shampoo twice a week
- Docusate Na 50 mg/5ml 10 ml twice a day (600 ml per month)
- Vitamin C 500 mg 1 tablet three times a day (90 tablets per month)
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every four hours as needed
- Budesonide 0.5mg/2ml solution one vial once a day (30 vials per month)
- Docusate 100 mg 2 capsule once a day (60 ml per month)
- Econazole nitrate cream apply to feet at bedtime
- Metformin Hcl 500 mg 1 tablet two times a day (60 tablets per month)
- Nutrisource fiber powder 1 tablespoon two times a day
- Omeprazole DR 20 mg 1 capsule two times a day (60 capsules per month)
- Oyster shell calcium 500 mg 1 tablet once a day (30 tablets per month)
- Abilify 10mg at bedtime (30 tabs per month)
- Clonazepam 0.5mg twice daily (60 tabs per month)

- Dorzolamide-Timolol eye drops 1 drop in each eye twice daily
- Ferrous Sulfate 325mg twice daily (60 tabs per month)
- Johnson's baby shampoo daily at bedtime
- Listerine antiseptic-Brush teeth twice daily for oral hygiene
- Lubricant eye drops- 1 drop in both eyes four times daily and as needed

### 11005 Highway 70

- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once daily
- Geriaton liquid 7.5 cc once daily
- Lantiseptic cream to j-tube stoma two times a day
- Milk of Magnesia suspension 30 ml two times a day (1800 ml per month)
- Potassium chloride 10% (20 meq) 7.5 ml once a day
- Prevacid 30 mg solutab one tablet once a day (30 solutabs per month)
- Sodium citrate-citric acid 15 ml in 30 cc water four times a day (1800 ml per month)
- Sodium Bicarbonate 8.4% solution 10 ml twice a day
- Spironolactone 25 mg two tablets once a day (60 tablets per month)
- Valproic Acid 250 mg/5ml 15 ml three times a day (1350 ml per month)
- Vitamin D 400 units 1 tablet twice a day (60 tablets per month)
- Prosource No Carb 30 cc 4 times a day (3600 ml per month)
- Blistex lip ointment to dry lips
- Calcium carbonate 500 mg tab one tablet once a day (30 tablets per month)
- Chlorophyll 3mg one tablet once a day (30 tablets per month)
- Chlorhexidine 0.12% rinse twice a day
- Cranberry extract 425 mg 1 capsule flush with 60 cc water three times a day (90 capsules per month)
- Enema twin pack 1 enema if no BM in three days as needed
- Folic Acid 1 mg 1 tablet once a day (30 tablets per month)
- Acetaminophen 160 mg/5ml every 6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 8 hours as needed
- Banzel 400 mg tablet 4 tablets twice a day (240 tablets per month)
- Budesonide 0.5mg/2ml solution one vial two times a day (60 vials per month)
- Calcitonin Salmon 200u 1 puff in one nostril once a day, alternate nostrils
- Calcium Carbonate 500 mg two tablets once a day (60 tablets per month)
- Chlorophyll 3 mg one tablet once a day (30 tablets per month)
- Cranberry extract 425 mg one tablet two times a day (60 tablets per month)
- Desenex 2% powder twice a day between toes
- Enema twin pack 1 enema is no BM in 3 days as needed
- Ferrous sulfate 220mg/5ml 7.5 ml two times a day (450 ml per month)
- Folic acid 1 mg one tablet once a day (30 tablets per month)
- Gapapentin 300 mg capsule 3 capsules four times a day (360 capsules per month)
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily (1020 Gms per month)
- Geriaton liquid 2 tablespoons once a day (900 ml per month)
- Ipratropium-Albuterol 0.5 – 3 (2.5)mg – 1 vial four times per day (120 vials per month)
- Ketoconazole 2% shampoo once a week
- Levetiracetam 1,000 mg one tablet twice a day (60 tablets per month)
- Metoclopramide 10 mg one tablet every 6 hours (120 tablets per month)
- Milk of Magnesia Suspension 60 ml once a day (1800 ml per month)
- Omeprazole DR 20 capsules 2 capsules twice a day (130 capsules per month)
- Potassium Chloride 10% (20 meq) 30 ml once a day (900 ml per month)

RFP 34401-00520 Amendment 5 Attachment 1

- Simethicone 40 mg/0.6ml – 0.6 ml twice a day (36 ml per month)
- Sodium bicarbonate 8.4% sol 10 ml to dissolve omeprazole
- Topiramate 200 mg 1 tablet twice a day (60 tablets per month)
- Vitamin D 2,000 u 1 tablet once a day (30 tablets per month)
- Zenpep DR 10,000u 1 capsule with sodium bicarb as needed
- Prosource no carb 30cc with 60cc water flush three times a day (2700 ml per month)
- Acetaminophen APA 325 mg two tablets every 6 hours for 24 hours as needed
- Aqua care lotion 10% to dry skin
- Calcitonin Salmon 200u 1 puff in one nostril once a day, alternate nostrils
- Enema twin pack 1 enema if no BM in 3 days as needed
- Geri-hydrolac 12% lotion to bilateral feet at bedtime
- Geriaton liquid 5 ml once a day (150 ml per month)
- Lantiseptic ointment to g-tube site twice a day on alternate days
- Levetiracetam 1,000 mg two tablets twice a day (120 tablets per month)
- Milk of Magnesia suspension 30 ml once a day (900 ml per month)
- Mineral oil, heavy 3 drops to both ears at bedtime
- Neudexta 20-10 mg one capsule once a day (30 capsules per month)
- Oystershell calcium 500 mg once tablet two times a day (60 capsules per month)
- Prevacid 30 mg solutabs 1 tablet in 10 ml water twice a day (60 solutabs per month)
- Vaproic Acid 250mg/5ml 15 ml three times a day (1350 ml per month)
- Vimpat 100 mg tablet 2 tablets twice a day (120 tablets per month)
- Vitamin A&D ointment to g-tube site twice daily alternate days with Lantiseptic
- Vitamin C 500 mg 1 tablet twice a day (60 tablets per month)
- Vitamin D 1,000u once tablet once a day (30 tablets per month)
- Procource no Carb 30 cc with 50cc water twice a day (1800 cc per month)
- AquaCare 20% lotion to dry skin once a day
- Chlorhexidine 0.12% to gums when brushing two times a day
- Enema twin pack 1 enema if no BM in two days as needed
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once daily
- Geri hydrolac lotion 12% to affected area two times a day
- Geriaton liquid 15 ml once a day (450 ml per month)
- Glycopyrrolate 1 mg one tablet 2 times a day (60 tablets per month)

5982 Polk Street

- Acetaminophen 160 mg/5ml 2.5 every 6-8 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every four hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer 3 times a day
- Amitiza 24 mcg 1 capsule once a day (30 tablets per month)
- Antacid 500 mg chewable one tablet once a day (30 tablets per month)
- AZO cranberry tablet 1 tablet three times a day (90 tablets per month)
- Banzel 200 mg 1 tablet two times a day (60 tablets per month)
- Banzel 400 mg 4 tablets two times a day (120 tablets per month)
- Dilantin 125mg/5ml 8 ml at bedtime
- Enema twin pack 1 enema is not BM in 3 days as needed
- Eucerin Cream to entire body twice a day
- Ferrous sulfate 220mg/5ml 7.5 ml two times a day
- Fish oil 1000 mg 2 capsules 2 times a day (60 capsules per month)
- Fludrocortisone 0.1 mg ½ tablet every other day (15 tablets per month)
- Fluticasone Prop 50 mcg 1 spray in each nostril once a day

- Folic Acid 1 mg 1 tablet once a day (30 tablets per month)
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily
- Ketoconazole 2% once a week on Mondays
- Levetiracetam 1,000 mg 1 ½ tablets two times a day (90 whole capsules; ninety ½ capsules per month)
- Liqueartears 2 drops in both eyes four times a day
- Milk of Magnesia suspension 30 cc in 20 cc water at bedtime
- Mineral oil, heavy 2 drops in each ear canal at bedtime
- Multivitamins with minerals 1 tablet once a day (30 tablets per month)
- Omeprazole DR 20 mg 1 capsule twice a day (60 capsules per month)
- Saline Mist 0.65% 2 sprays in each nostril
- Vitamin C 500 mg 1 tablet three times a day (90 tablets per month)
- Vitamin D 1,000 u 1 tablet once a day (30 tablets per month)
- Jevity 1.2 calwith each meal
- ProsourceNoCarb 25cc 4 times a day
- Azelex Cream 20% to face twice a day
- AZO Cranberry 1 tablet three times a day (90 tablets per month)
- Benzoyl peroxide 5% wash once a day
- Enema twin pack 1 enema if no BM in 3 days as needed
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily
- Ibuprofen 100 mg/5ml suspension 30 ml every 6 hours as needed
- Ketoconazole 2% shampoo every day as directed
- Lantiseptic ointment 2 times a day
- Levetiracetam 1,000 mg 2 tablets twice a day (60 tablets per month)
- Liqueartears 2 drops 3 times a day
- Miconazole AF 2% powder once a day as directed
- Milk of Magnesia suspension 30 ml 2 times a day
- Omeprazole DR 20 mg 1 capsule 30 minutes before breakfast dissolved on sodium bicarb
- Oyster Shell calcium 500 mg 1 tablet two times a day (60 tablets per month)
- Saline mist 0.65% 2 sprays as needed in each nostril
- Docusate Na 50 mg/5ml 10 ml twice a day (600 ml per month)
- Silver nitrate as needed to stoma
- Sodium bicarbonate 8.4% to dissolve prilosec once daily
- Tinactin 1% aerosol powder to feet two times a day
- Vitamin D 2,000u one tablet once a day (30 tablets per month)
- Zonisamide 100 mg 2 capsules twice a day (120 capsules per month)
- ProsourceNoCarb 30 cc 3 times a day with meals
- Acetaminophen 325 mg suppository every 6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 12 hours
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 6 hours as needed
- Aspirin EC 81 mg 1 tablet once day (30 tablets per month)
- Atenolol 50 mg 1 tablet once a day (30 tablets per month)
- Blistex lip ointment to dry lips
- Budesonide 0.5mg/2ml solution one vial two times a day (60 vials per month)
- Calcitonin Salmon 200u 1 puff in one nostril once a day, alternate nostrils
- Cetrizine 10 mg one tablet once a day (30 tablets per month)
- Chlorhexidine 0.12% rinse as directed once a day
- Enema twin pack 1 enema if no BM in 3 days as needed
- Ferrous gluconate 324 mg 1 tablet 2 times a day (60 tablets per month)
- Fish oil 1000mg capsule 1 capsule 3 times a day (90 capsules per month)

RFP 34401-00520 Amendment 5 Attachment 1

- Geriaton liquid 15 ml once a day
- Heparin lock flush 3ml with 5 ml normal saline to flush port-a-cath every month
- Lantiseptic ointment to buttocks two times a day
- Levetiracetam 500 mg 1 tablet 2 times a day (60 tablets per month)
- Metoclopramide 10 mg 1 tablet at bedtime (30 tablets per month)
- Metoclopramide 5 mg 1 tablet 3 times a day before meals (90 tablets per month)
- Milk of Magnesia suspension 30 ml at bedtime
- Mineral oil, heavy 3 drops in both ears at bedtime
- Montelukast 10 mg ½ tablet at bedtime (thirty ½ tablets per month)
- Normal Saline flush syringe 5ml with 3 ml hep lock to flush port-a-cath once a month
- Nystatin 100,000u/G to groin and buttocks three times a day and after each diaper change
- Pantoprazole Na DSR 40 mg 1 tablet twice a day (60 tablets per month)
- Reguloid laxative powder 2 tablespoons with each meal
- Sebex shampoo twice a week
- Simvastatin 40 mg 1 tablet at bedtime
- Sodium citrate-citric acid 15 ml three times a day
- Systane balance 0.6% instill 1 drop in each eye at bedtime
- Topiramate 200 mg 1 tablet twice a day (60 tablets per month)
- Vitamin C 500 mg 1 tablet once a day (30 tablets per month)
- ProSource No carb 20 ml three times a day
- AmytriptylineHcl 10 mg 2 tablets at bedtime (60 tablets per month)
- Aptiom 800mg 1 tablet once a day (30 tablets per month)
- AZO cranberry tablet 1 tablet two times a day (60 tablets per month)
- Banzel 400 mg 4 tablets two times a day (240 tablets per month)
- Calcitonin Salmon 200u 1 puff in one nostril once a day, alternate nostrils
- Clonazepam 1 mg one tablet three times a day (90 tablets per month)
- Docusate Na 100 mg 2 capsules twice a day (120 tablets per month)
- Enema twin pack 1 enema if no BM in 3 days as needed
- Methosuximide 250 mg capsule 1 capsule 2 times a day (60 capsules per month)
- Ferrous sulfate 220mg/5ml 7.5 ml 2 times a day
- Forteo 600 mcg/2.4 ml pen inject 20 mcg SQ once a day
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily
- Ketoconazole 2% cream to affected area 2 times a day
- Ketoconazole 2% shampoo 3 times a week
- Lamotrigine 200 mg 1 tablet two times a day (60 tablets per month)
- Levetiracetam 500 mg one tablet once a day (30 tablets per month)
- Levetiracetam 750 mg 1 tablet at bedtime (30 tablets per month)
- Milk of Magnesia suspension 30ml at bedtime
- Mineral oil, heavy 2 drops in each ear at bedtime
- Multivitamin with minerals 1 tablet once a day (30 tablets per month)
- Nexium 40 mg capsule 1 capsule ½ hour before breakfast and supper (sixty ½ capsules per month)
- Nitrofurantoin MCR 50 mg 1 capsules at bedtime (60 capsules per month)
- TamsulosinHcl 0.4 mg capsule 1 capsule at bedtime (30 capsules per month)
- Prosource 30 cc three times a day

7405 Osborntown

- Amantadine 100 mg 1 capsule once a day (30 capsules per month)
- Baclofen 10 mg 1 tablet 2 times a day (60 tablets per month)

RFP 34401-00520 Amendment 5 Attachment 1

- Citalopram Hbr 40 mg 1 tablet once a day (30 tablets per month)
- Docusate Na 100 mg 2 capsules once a day (60 capsules per month)
- Doxycycline Hyc 20 mg 1 tablet 2 times a day (60 capsules per month)
- Ferrous sulfate 325 mg tablet 1 tablet two times a day (60 tablets per month)
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily
- Levetiracetam 750 mg 1 tablet 2 times a day (60 tablets per month)
- Refresh optive eye drops 1 drop both eyes two times a day
- Vitamin D 2,000IU one tablet once a day (30 tablets per month)
- Clorazepate 3.75mg tablet 1 tablet 2 times a day (60 tablets per month)
- Oxycarbazepine 300mg/5ml 12.5ml two times a day
- Topiramate 25 mg sprinkle 5 capsules two times a day (300 capsules per month)
- Vitamin D 400 units 1 tablet once a day (30 tablets per month)
- Amoxicillin 500 mg 4 capsules 1 hour prior to invasive procedures
- Aspirin 81 mg chewable tablet 1 tablet once a day (30 tablets per month)
- Cranberry extract 425 mg 1 capsule two times a day (60 capsules per month)
- Enema twin pack 1 enema if no BM in 3 days as needed
- Fish oil 1,000 mg 1 capsule 3 times a day (90 capsules per month)
- Liquitears drops 2 drops in both eyes at bedtime
- Milk of Magnesia suspension 30cc by mouth two times a day
- Omeprazole DR 20 mg 1 capsule twice a day (60 capsules per month)
- Saline mist 0.65% 2 sprays in each nostril 3 times a day
- Sani-Supp adult suppository if no BM in 2 days as needed
- Vitamin D 1,000 u 1 tablet 3 times a day (90 tablets per month)
- Aveenobar acne bar 0.5% wash face twice a day
- Calcium carbonate 500 mg chewable 1 tablet 2 times a day (60 tablets per month)
- Chlorhexidine 0.12% rinse to teeth and gums twice daily
- Chlorophyll 3 mg 2 tablets in each colostomy bag change as needed
- Docusate Na 100 mg 1 capsule two times a day (60 capsules per month)
- Lansoprazole DR 30 mg 1 capsule once a day (30 capsules per month)
- MI acid max strength suspension 30 ml at 4 pm
- Phenobarbital 32.4 mg 1 tablet at bedtime (30 tablets per month)
- Phenobarbital 32.4 mg one tablet two times a day(60 tablets per month)
- Potassium chloride 10% (20 meq) 15ml every day
- Vitamin D 1,000 unit 1 tablet once a day (30 tablets per month)
- Prosource 10ml with 120 ml water two times a day

10926 Lubov Road

- Acetaminophen 160 mg/5ml as needed
- Albuterol 0.083% inhalation solution one 3 ml premixed solution as needed in addition to scheduled dose
- Albuterol 0.083% inhalation solution 3 ml premixed unit every 8 hours
- Antacid 500 mg chewable tablet one tablet 2 times per day (60 tablets per month)
- Aqua Care 10% lotion to both feet once a day after shower
- Benzoyl peroxide 10% gel to face at 6 am
- Blistex lip ointment for dry lips
- Diazepam 2mg ¼ tablet at bedtime (thirty ¼ tablet per month)
- Enema twin pack 1 enema as needed if no BM in 3 days
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once a day
- Geriaton liquid 1 teaspoon once a day

RFP 34401-00520 Amendment 5 Attachment 1

- Ipratropium Bromide 0.02% solution 1 vial every 8 hours as needed
- Levothyroxine 50 mcg 1 tablet once a day (30 tablets per month)
- Liquitears drops 2-3 drops both eyes 1 shift
- Lubrifresh PM ointment apply a small ribbon to both eyes at bedtime
- Milk of Magnesia suspension 50ml with 20 ml water at bedtime
- Montelukast 10 mg 1 tablet once a day (30 tablets per month)
- Nystatin powder 100,000 units between toes after bath
- Prevacid 30 mg solutabs one tablet in 10 ml once a day (30 solutabs per month)
- Pseudophedsudogest 1 tablet 2 times a day (60 tablets per month)
- Rhinocort Aqua nasal spray 2 puffs twice a day
- Docusate Na 50 mg/5ml 10 ml once a day
- Vitamin D 2,000 units one tablet once a day (30 tablets per month)
- Amitiza 24 mcg capsules 1 capsule two times a day (60 capsules per month)
- Baclofen 10 mg 1 tablet three times a day (90 tablets per month)
- Blistex lip ointment for dry lips
- Carbamezepine 100 mg/5ml 125mg four times a day
- Clotrimazole-Betamethasone to third finger at bedtime
- Enema twin pack 1 enema if no BM in 3 days
- Fluticasone Prop 50 mcg 1 spray each nostril once a day
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid twice daily
- Geri-hydrolac 12% lotion to buttocks 2 times a day
- Levetiracetam 500 mg 2 tablets two times a day (60 tablets per month)
- Loratadine 10 mg 1 tablet once a day (30 tablets per month)
- Lubrifresh ointment to eyes as directed 2 times a day
- Miconazole Nitrate 2% Cream at each diaper change
- Milk of Magnesia suspension 50 ml two times a day
- Prevacid 30 mg solutab 1 tablet once a day (30 solutabs per month)
- Refresh celluvisc 1% one drop in both eyes two times a day
- Selenium shampoo 2.5% lotion shampoo every other day
- Docusate Na 50 mg/5ml 10 ml twice a day (600 ml per month)
- Simethicone 40 mg/0.6 ml 80mg 3 times a day
- Thera tablet 1 tablet once a day
- Vitamin D 1,000 units 1 tablet two times a day (60 tablets per month)
- Acetaminophen 160 mg/5ml every 6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every four hours as needed
- Blistex lip ointment for dry lips
- Chlorhexidine 0.12% rinse apply with toothbrush to gums two times a day
- Enema twin pack 1 enema if no BM in 2 days as needed
- Ergocalciferol oral solution 5 drops once a day
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once daily
- Geriaton liquid 15 ml once a day
- Lumigan 0.01% eye drops 1 drops both eyes once a day
- Metoclopramide 5mg/5ml 10 ml every 6 hours
- Nystatin 100,000 units to groin with each diaper change
- Phenobarbital 97.2 mg one tablet at bedtime (30 tablets per month)
- Prevacid 30 mg solutab 1 tablet two times a month (60 tablets per month)
- Ranitidine 150 mg 1 tablet two times a day (60 tablets per month)
- Sodium bicarbonate 650 mg tablet – mix with 1 viokase and 10 ml water to unclog tube as needed
- Zenpep DR 10,000 units 1 capsule with sodium bicarbonate as needed

## RFP 34401-00520 Amendment 5 Attachment 1

- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 6 hours as needed
- Albuterol 0.083% inhalation solution one 3ml premixed unit every 12 hours
- Benzoyl peroxide 10% gel to face daily
- Cetirizine 10 mg 1 tablet once a day
- Clindamycin Ph 1% gel two times a day
- Depo-testosterone 200 mg inject 100 mg IM every 3 weeks
- Diazepam 5 mg 1 tablet at first sign of muscle twitching
- Enema twin pack 1 enema is no BM in 3 days
- Hydrocerin cream after shower
- Ibuprofen 100mg/5ml 20 ml every 8 hours as needed
- Ipratropium Bromide 0.02% solution 1 vial every 12 hours
- Ketoconazole 2% cream to nose and chin once a day
- Kristalose 20Gm 1 packet in 4 oz water two times a day (60 packets per month)
- Levetiracetam 100mg/ml 20ml two times a day
- Milk of Magnesia suspension 50 ml at bedtime
- Milk of Magnesia susp 30 ml in am
- Nystatin-triamecinolone to scalp Monday, Wednesday, Friday
- Pedialyte electrolyte sol 60 ml once a day
- Prevacid 30 mg solutab 1 tablet twice a day (60 solutabs per month)
- Primidone 250mg one tablet every 8 hours (90 tablets per month)
- Sani-supp adult suppository 1 suppository as directed once a day (30 supp per month)
- Docusate Na 50 mg/5ml 20 ml 3 times a day (600 ml per month)
- Vimpat 200 mg one tablet two times a day (60 tablets per month)
- Vitamin D 2,000 units one tablet once a day (30 tablets per month)
- Zonisamide 100mg 2 capsules every 8 hours (180 tablets per month)

### 2960 Schaeffer Drive

- Carvedilol 3.125mg 1 tablet two times a day (60 tablets per month)
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 6 hours as needed
- Albuterol 0.083% inhalation solution one 3 ml premixed sol every 6 hours
- Budesonide 0.5mg/2ml solution one vial two times a day (60 vials per month)
- Calcitonin Salmon 200u 1 puff in one nostril once a day, alternate nostrils
- Carbamezepine 100mg/5ml 200 mg 3 times a day
- Cranberry extract 425 mg 1 capsule two times a day (60 capsules per month)
- Enema twin pack 1 pack if no BM in 3 days
- Ferrous sulfate 220mg/5ml 7.5 ml 2 times a day
- Geriaton liquid 7.5 mg once a day
- Ibuprofen 100 mg/5ml 20cc every 8 hours as needed
- Ipratropium Bromide 0.02% solution 1 vial every six hours (120 vials)
- Levothyroxine 75mcg one tablet once a day (30 tablets per month)
- Prosource 30ml two times per day
- Vitamin C 500mg 1 tablet once a day (30 tablets per month)
- Vitamin D 50,000 units 1 capsule twice weekly (8 tablets per month)
- Zenpep DR 10,000units 1 capsule to declog tube as needed
- Levetiracetam 100mg/ml 20 ml once a day
- Milk of magnesia susp 30ml at bedtime
- Nitrofurantoin MCR 50mg 2 capsules once a day (60 capsules per month)
- Prevacid 30 mg solutab 1 tablet twice a day (60 tablets per month)

- Simethicone 40 mg/0.6ml – 0.6ml three times a day
- Sodium bicarbonate 650 mg tablet in 10 ml water to unclog tube as needed
- TamsulosinHcl 0.4 mg capsule one capsule at bedtime (30 capsules per month)
- Enema twin pack 1 enema if no BM for 2 days as needed
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once daily
- Geriaton liquid 1 teaspoon once a day
- Hydrochlorothiazide 12.5 mg one capsule once a day (30 capsules per month)
- Ibuprofen 100mg/5ml 2 teaspoons every 8 hours as needed
- Ketoconazole 2% shampoo 3 times a week
- Lantiseptic ointment sparingly to buttocks as needed
- Levetiracetam 100mg/ml 17.6ml once a day
- Acetaminophen 160 mg/5ml every 8 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 8 hours as needed
- Carbamezepine 100mg/5ml 10 ml once a day
- Cabamezepine 100mg/5ml 5 ml two times a day
- Cranberry extract 425mg 1 capsule three times a day (90 capsules per month)
- Cyclofem 1-35-28 1 tablet once a day (30 tablets per month)
- Prosource no carb 15cc 4 times a day
- Calcium carbonate 500mg tab two times a day (60 tablets per month)
- Carbamezepine 100mg/5ml 12.5ml every 8 hours
- Cleocin 100mg vaginal ov 1 vaginally at bedtime as needed
- Enema twin pack 1 pack as needed if not BM in 2 days
- Eucerin cream to body twice daily and as needed
- Gavilax powder – one capful (17 gms) on 8 ounces of liquid once daily
- Geriaton liquid 1 teaspoon once a day
- Glycopyrrolate 1 mg tablet 1 tablet once a day (30 tablets per month)
- Ibuprofen 100mg/5ml 10 ml as needed
- Lisinopril 5mg 1 tablet once a day (30 tablets per month)
- Milk of Magnesia suspension 30 ml at bedtime
- Nystatin powder 100,000 to affected area two times a day
- Phenobarbital 32.4 mg tab 2 tablets at bedtime (60 tablets per month)
- Phenobarbital 32.4 mg tab 1 tablet once a day (30 tablet per month)
- Prevacid 30 mg solutab 1 tablet two times a day (60 tablet per month)
- Selenium shampoo 2.5% to scalp as directed
- Simethicone 40mg/0.6ml – 0.6ml twice a day
- TamsulosinHcl 0.4 ml 1 capsule at bedtime (30 capsules per month)
- Vitamin C 500mg 1 tablet once a day (30 tablets per month)
- Vitamin D 400 units 1 tablet once a day (30 tablets per month)
- Zenpep DR 10,000 units 1 capsule with 1 sodium bicarb tablet in 10 ml water to unclog tube as needed
- Montelukast 10 mg 1 tablet once a day (30 tablets per month)
- Oyster shell calcium 500mg one tablet once a day (30 tablets per month)
- Phenytoin 125mg/5ml – 11.2 ml once a day
- Prevacid 30 mg solutab 1 tablet twice a day (60 tablets per month)
- Ranitidine 15mg/5ml 150 mg at bedtime
- Docusate Na 50 mg/5ml 10 ml once a day
- Sodium bicarbonate 650 mg tablet to unclog tube as needed
- Vitamin D 400 units one tablet once a day (30 tablets per month)
- Eucerin cream to body twice a day
- Geriaton liquid 1 teaspoon once a day

- Ipratropium Bromide 0.02% solution 1 vial two times a day
- Ketoconazole 2% shampoo twice a week
- Lantiseptic ointment twice a day to stoma site
- Metoclopramide 5mg/5ml 15 ml at bedtime
- Acetaminophen 160 mg/5ml every 6 hours as needed
- Albuterol 0.083% inhalation solution 1 vial per nebulizer every 4-6 hours as needed
- Albuterol 0.083% inhalation solution 3ml premixed sol two times a day
- Blistex lip ointment for dry lips
- Enema twin pack 1 enema if no bowel movement in 2 days as needed
- Budesonide 0.25mg/2ml solution one vial every 12 hours (60 vials per month)

230 Oak Hill Lane

- Vitamin D 1,000 units daily (30 tabs)
- Mycolog Cream to groin and neck twice daily
- Bactroban ointment to groin and neck twice daily and as needed
- Phenergan suppository 25mg as needed every 4-6 hours for nausea and vomiting
- Duoneb 0.5mg/3ml 1 every 12 hours and as needed
- Potassium CL ER 10 meq twice daily (60 tabs)
- Phenergan 25mg by mouth as needed every 4-6 hours for nausea and vomiting
- Q-tussin DM 1 tsp every 4-6 hours as needed
- Risperidone 0.5 mg twice daily (60 tabs)
- Enema- 1 rectally every 48 hours as needed
- Lasix 40mg by mouth daily (30 tabs)
- Maalox advanced 30ml as needed
- Hydralazine 50mg three times a day (90 tabs)
- Hydrocodon-APAP 7.5-325mg 1 tab every 6 hours as needed
- Lisinopril 20mg daily (30 tabs)
- Metformin HCL 1,000mg twice daily (60 tabs)
- Milk of Magnesia 30ml every day as needed
- Multivitamin 1 tablet daily (30 tabs)
- Acetaminophen 325mg- take two tablets as needed every 4-6 hours
- Albuterol 0.083% inhale 1 vial every 6 hours as needed
- Aspirin 325mg 1 tablet every day (30 tabs)
- Dulcolax 5mg- take 3-6 tablets every day as needed
- Dulcolax suppository 10mg- insert 1 rectally every 8 hours as needed
- Diphenhydramine 25mg every 4 hours as needed
- Colace 100mg twice daily (60 caps)
- Amitiza 24mcg twice daily (60 caps)
- Tegretol 100mg three times daily (90 tabs)
- Tegretol 300mg four times daily (120 tabs)
- Cranberry extract 425mg twice daily (60 caps)
- Enema- 1 enema rectally if no BM in 3 days
- EpiPen 0.3mg- auto-inject as needed for allergic reactions
- Miralax powder- 17 Grams in 4 ounces of water daily
- Milk of Magnesia 50ml three times daily (4500 ml monthly)
- Omeprazole DR 20mg twice daily (60 caps)
- Oyster shell Calcium 500mg daily (30 tabs)
- Striant 30mg mucoadhesive-apply buccally to upper gum above incisors daily

- Vitamin D 1,000 iu daily (30 tabs)
- Prosource No Carb- 15cc twice daily (900 cc monthly)
- Mycolog II cream topically to buttocks twice daily
- Omeprazole DR 40mg at bedtime (30 caps)
- Glycerin Suppository 1 rectally every 3 days as needed
- Sween cream- Apply to body and sacral area after each diaper change
- Vitamin D 1,000 iu daily (30 tabs)
- Acetaminophen 325mg- two tabs every 4 hours as needed
- Albuterol 0.083% inhalation solutions as needed for wheezing
- Amoxicillin 500mg- 4 capsules 1 hour before dental procedures as needed
- Chlorhexidine 0.12% rinse- apply to toothbrush twice daily after meals
- Cranberry Extract 425mg every 12 hours (60 caps)
- Doxycycline Hyclate 20mg twice daily (60 tabs)
- Neurontin 100mg – 2 capsules four times daily (120 caps)
- Neurontin 400mg- 2 capsules four times daily (120 caps)
- Lactulose 10gm/15ml- take 45 ml twice daily (2700 ml)
- Keppra 500mg twice daily (60 tabs)
- Mineral oil, heavy- instill 1 drop in each ear three times weekly
- Bactroban 2% ointment to buttocks twice daily as needed
- Mycolog II cream to buttocks twice daily as needed alternate with bactroban
- Domeboro Packets- mix 1 pkt in 1 pint of water and irrigate both ears with 10ml weekly
- Banzel 400mg- four tablets twice daily (720 tabs)
- Tegretol 100mg/5ml take 20ml every 6 hours (7,200 ml)
- Chlorhexidine 0.12% apply to gums twice daily
- Beconazole Nitrate 1% cream to feet at bedtime
- Fleets enema- 1 enema rectally if no BM in 48 hours
- Forteo 600mcg/2.4ml- Inject 20mcg SQ every day
- Lamictal 200mg twice daily (60 tabs)
- Lamictal 25mg twice daily (60 tabs)
- Keppra 500mg bedtime (30 tabs)
- Lorazepam 0.5mg three times a day (90 tabs)
- Milk of Magnesia 30ml every 12 hours (1,800 ml)
- Mineral oil, heavy instill 3 drops in each ear on the 1<sup>st</sup> and 15<sup>th</sup> of the month
- Multivitamin with minerals 1 tablet daily (30 tabs)
- Bactroban 2% to G-tube stoma as needed
- Nutrisource fiber powder- 1 scoop three times daily with meals
- Omeprazole DR 20mg twice daily (60 caps)
- Oyster Shell Calcium 500mg twice daily (60 tabs)
- Colace 50mg/5ml- give 12 ml twice daily (720 ml)
- Simethicone 80mg tabs- take 2 tabs four times daily (240 tabs)
- Sodium Bicarb 0.4% solution- dissolve omeprazole with 10 ml of solution (600 ml)
- Topamax 100mg- take one and one-half tablets twice daily (120 tabs)
- Vicks vaporub- apply to toenails at bedtime
- Vitamin D 1,000 iu- take two tabs daily (60 tabs)

### 95 Oak Hollow Cove

- Amitiza 24mcg twice daily (60 caps)
- Calcium Carb 500mg daily (30 tabs)

- Tegretol 200mg at bedtime (30 tabs)
- Tegretol 200mg -give two tabs twice daily (120 tabs)
- Children's chewable vitamin with iron daily (30 tabs)
- Chlorhexidine 0.12% apply to toothbrush twice daily and at bedtime
- Cranberry extract 425mg twice daily (60 caps)
- Enema -1 enema rectally if no BM in 3 days
- Neurontin 300mg three times daily (90 caps)
- Milk of Magnesia give 30ml daily (900 ml)
- Omeprazole DR 20mg daily (30 caps)
- Vitamin C 500mg twice daily (60 tabs)
- Vitamin D 1,000 iu – 2 tablets daily (60 tabs)
- Cranberry extract 425mg daily (30 caps)
- Colace 100mg – take 2 caps three times daily (180 caps)
- Enema 1 rectally as needed if no BM for 3 days
- Gabitril 12mg three times daily (90 tabs)
- Duoneb 2.5-0.5mg inhale 1 vials as needed every 6 hours
- Lactulose 10gm/15ml take 30ml three times daily (2,700 ml)
- Milk of Magnesia 30 ml at bedtime (900 ml)
- Ocusoft lid scrub plus to both eyes daily
- Omeprazole DR 20mg twice daily (60 caps)
- Saline Mist 0.65% 1 spray in each nostril twice daily
- Valproic acid 250mg/5ml give 20ml twice daily and 10ml daily (1,500 ml)
- Vitamin D 1,000 iu daily (30 caps)
- Acetaminophen 160mg/5ml give 20.3ml as needed for pain
- Antacid 500mg chewable 1 tab twice daily (60 tabs)
- Aspirin 81mg daily (30 tabs)
- Atenolol 50mg daily (30 tabs)
- Cranberry extract 425mg daily (30 caps)
- Dilantin 30mg at bedtime (30 caps)
- Dilantin 100mg- give 2 caps at bedtime (60 caps)
- Enema- 1 rectally as needed
- Keppra 750mg- 2 tabs twice daily (120 tabs)
- Levothyroxine 25 mcg daily (30 tabs)
- Milk of Magnesia 30 ml at noon (900 ml)
- Mineral oil, heavy Instill 1 drop in both ears at bedtime
- Singulair 10mg at bedtime (30 tabs)
- Nutrisource Fiber- 2 tsp three times daily with flushes
- Omeprazole DR 40mg daily before breakfast (30 caps)
- Sodium Bicarb 8.4% sol to dissolve Omeprazole daily
- Tinactin 1% aerosol powder-apply to both feet at twice daily
- Vitamin C 500mg three times daily (90 tabs)
- Vitamin D 400 iu daily (30 tabs)
- Nutrisource Fiber powder- 1 tsp twice daily
- Omeprazole DR 20mg twice daily (60 caps)
- Saline Mist 0.65% 1 spray in each nostril six times per day
- Systane Balance 0.6% 1 drop in both eyes twice daily
- Systane Ultra 0.3-0.4% 1 drop in both eyes at bedtime
- Trazodone 150mg at bedtime (30 tabs)
- Vitamin D 1,000 iu daily (30 tabs)

RFP 34401-00520 Amendment 5 Attachment 1

- Cogentin 1mg twice daily (60 tabs)
- Zyrtec 10mg daily (30 tabs)
- Depakote 125mg- 4 capsules at bedtime (120 caps)
- Haldol 5mg twice daily (60 tabs)
- Keppra 750mg – two tablets twice daily (120 tabs)
- Levothyroxine 100 mcg daily (30 tabs)
- Listerine antiseptic apply to toothbrush and brush teeth and gums twice daily
- Reglan 10mg twice daily (60 tabs)
- Midodrine HCL 5mg three times daily (90 tabs)



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

**REQUEST FOR PROPOSALS # 34401-00520  
AMENDMENT # 4  
FOR PHARMACY SERVICES**

DATE: July 15, 2015

RFP # 34401-00520 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		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,  
 WEST TENNESSEE

**REQUEST FOR PROPOSALS # 34401-00520  
 AMENDMENT # 3  
 FOR PHARMACY SERVICES**

**DATE: July 8, 2015**

**RFP # 34401-00520 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		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,  
WEST TENNESSEE

**REQUEST FOR PROPOSALS # 34401-00520  
AMENDMENT # 2  
FOR PHARMACY SERVICES**

DATE: June 30, 2015

RFP # 34401-00520 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,  
WEST TENNESSEE

**REQUEST FOR PROPOSALS # 34401-00520  
AMENDMENT # 1  
FOR PHARMACY SERVICES**

DATE: June 10, 2015

RFP # 34401-00520 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		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  
WEST TENNESSEE**

**REQUEST FOR PROPOSALS  
FOR  
PHARMACY SERVICES**

**RFP # 34401-00520**

**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 the residents of twelve (12) Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) Community group homes in the Arlington Tennessee area.

Each of these group homes is a four bed facility for intellectually disabled, physically handicapped individuals. Each group home will be located within a four mile radius of the Tennessee Department of Intellectual and Developmental Disabilities' West Regional Office.

This request for proposal covers provision 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 of these group homes 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	Shelby	5982 Polk Street, Arlington, TN 38002	4
2	Fayette	95 Oak Hollow Cove, Arlington, TN 38002	4
3	Fayette	230 Oak Hill Lane, Arlington, TN 38002	4
4	Shelby	10926 Lubov Road, Arlington, TN 38002	4
5	Shelby	7405 Osbornetown Road, Arlington, TN 38002	4
6	Shelby	2960 Schaeffer Drive, Eads, TN 38028	4
7	Shelby	11444 Arlington Woods, Arlington, TN 38002	4
8	Shelby	11456 Arlington Woods, Arlington, TN 38002	4
9	Shelby	11455 Arlington Woods, Arlington, TN 38002	4
10	Shelby	11443 Arlington Woods, Arlington, TN 38002	4
11	Shelby	11003 Highway 70, Arlington, TN 38002	4
12	Shelby	11005 Highway 70 Arlington, TN 38002	4
		Total	48

## 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/](http://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](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 <u>and</u> 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

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#### 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 # 34401-00520 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 # 34401-00520 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 # 34401-00520 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 # 34401-00520 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 # 34401-00520 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 # 34401-00520 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 # 34401-00520 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 not pay any costs associated with the preparation, submittal, or presentation of any response.

## 4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

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### 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

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### 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
<b>General Qualifications &amp; Experience</b> (refer to RFP Attachment 6.2., Section B)	<b>10</b>
<b>Technical Qualifications, Experience &amp; Approach</b> (refer to RFP Attachment 6.2., Section C)	<b>60</b>
<b>Cost Proposal</b> (refer to RFP Attachment 6.3.)	<b>30</b>

### 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 # 34401-00520 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 &amp; TITLE:

\_\_\_\_\_

DATE:

\_\_\_\_\_

RESPONDENT LEGAL ENTITY  
NAME:

\_\_\_\_\_

RESPONDENT FEDERAL EMPLOYER IDENTIFICATION NUMBER (or  
SSN):

\_\_\_\_\_

## RFP ATTACHMENT 6.2. — Section A

## TECHNICAL RESPONSE &amp; 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., <i>et. seq.</i> ).	
		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 ( <i>e.g.</i> , 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.	

RESPONDENT LEGAL ENTITY NAME:			
Response Page # (Respondent completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
	A.5.	Provide an official document or letter from an accredited credit bureau, 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 <u>not</u> 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 <u>all</u> 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.	
<p><i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i></p>			

## RFP ATTACHMENT 6.2. — SECTION B

## TECHNICAL RESPONSE &amp; 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>B.1.</b>	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the response.
	<b>B.2.</b>	Describe the Respondent's form of business ( <i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	<b>B.3.</b>	Detail the number of years the Respondent has been in business.
	<b>B.4.</b>	Briefly describe how long the Respondent has been providing the goods or services required by this RFP.
	<b>B.5.</b>	Describe the Respondent's number of employees, client base, and location of offices.
	<b>B.6.</b>	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>B.7.</b>	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 <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	<b>B.8.</b>	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>B.9.</b>	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>B.10.</b>	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

## RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>impair the Respondent's performance in a contract pursuant to this RFP.</p> <p>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.</p>
	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.	<p>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:</p> <p>(a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each;</p> <p>(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></p> <p>(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.</p>
	B.15.	<p>Provide documentation of the Respondent's commitment to diversity as represented by the following:</p> <p>(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.</p> <p>(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:</p> <p>(i) contract description and total value;</p> <p>(ii) contractor name and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled);</p> <p>(iii) contractor contact name and telephone number.</p> <p>(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:</p> <p>(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 <b>DO NOT INCLUDE DOLLAR AMOUNTS</b>);</p> <p>(ii) anticipated goods or services contract descriptions;</p> <p>(iii) names and ownership characteristics (i.e., ethnicity, gender, Tennessee service-disabled</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

RESPONDENT LEGAL ENTITY NAME:		
Response Page # (Respondent completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>veterans) of anticipated subcontractors and supply contractors.</p> <p>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 <a href="https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265">https://tn.diversitysoftware.com/FrontEnd/StartCertification.asp?TN=tn&amp;XID=9265</a> for more information.</p> <p>(d) <u>Workforce</u>. Provide the percentage of the Respondent's total current employees by ethnicity and gender.</p> <p>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.</p>
	B.16.	<p>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:</p> <p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract period; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points.</li> <li>▪ Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.</li> </ul>
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> <li>▪ two (2) of the larger accounts currently serviced by the Respondent, <u>and</u></li> <li>▪ three (3) completed projects.</li> </ul> <p>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 <u>must</u> 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.</p> <p>The Respondent will be <u>solely</u> 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.</p> <p>(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.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person that will provide a reference for the Respondent to:</p> <ul style="list-style-type: none"> <li>(i) complete the reference questionnaire (on the form provided or prepared, completed, and printed using a duplicate of the document);</li> </ul>

**RFP ATTACHMENT 6.2. — SECTION B (continued)**

<b>RESPONDENT LEGAL ENTITY NAME:</b>		
<b>Response Page #</b> (Respondent completes)	<b>Item Ref.</b>	<b>Section B— General Qualifications &amp; Experience Items</b>
		<p>(ii) sign <u>and</u> date the completed, reference questionnaire;</p> <p>(iii) seal the completed, signed, and dated, reference questionnaire within the envelope provided;</p> <p>(iv) sign his or her name in ink across the sealed portion of the envelope; and</p> <p>(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).</p> <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Response as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> <li>▪ 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.</li> <li>▪ The State will not review more than the number of required references indicated above.</li> <li>▪ 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.</li> <li>▪ The State is under <u>no</u> obligation to clarify any reference information.</li> </ul>
	<b>B.18.</b>	<p>Provide a statement and any relevant details addressing whether the Respondent is any of the following:</p> <p>(a) is presently debarred, suspended, proposed for debarment, or voluntarily excluded from covered transactions by any federal or state department or agency;</p> <p>(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;</p> <p>(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</p> <p>(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.</p>
		<p><b>SCORE (for <u>all</u> Section B—Qualifications &amp; Experience Items above):</b> (maximum possible score = 10)</p>
<p><i>State Use – Evaluator Identification:</i></p>		

**RFP ATTACHMENT 6.2. — SECTION C**

**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.

<b>RESPONDENT LEGAL ENTITY NAME:</b>					
<b>Response Page # (Respondent completes)</b>	<b>Item Ref.</b>	<b>Section C— Technical Qualifications, Experience &amp; Approach Items</b>	<b>Item Score</b>	<b>Evaluation Factor</b>	<b>Raw Weighted Score</b>
	<b>C.1.</b>	Provide a narrative that illustrates the Respondent’s understanding of the State’s requirements and project schedule.		<b>1</b>	
	<b>C.2.</b>	Provide a narrative that illustrates how the Respondent will complete the scope of services, accomplish required objectives, and meet the State’s project schedule.		<b>1</b>	
	<b>C.3.</b>	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.		<b>1</b>	
	<b>C.4.</b>	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.		<b>1</b>	
<i>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.</i>				<b>Total Raw Weighted Score:</b>	
				<i>(sum of Raw Weighted Scores above)</i>	
<b>Total Raw Weighted Score</b> <hr/> <b>Maximum Possible Raw Weighted Score</b> <i>(i.e., 5 x the sum of item weights above)</i>			<b>X 60</b> <i>(maximum possible score)</i>	<b>= SCORE:</b>	
<i>State Use – Evaluator Identification:</i>					
<i>State Use – Solicitation Coordinator Signature, Printed Name &amp; Date:</i>					

**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.

<b>RESPONDENT SIGNATURE:</b>								
<b>PRINTED NAME &amp; TITLE:</b>								
<b>DATE:</b>								
<b>RESPONDENT LEGAL ENTITY NAME:</b>								
Cost Item Description	Proposed Cost					State Use ONLY		
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	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		
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	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	
<b>TOTAL EVALUATION COST AMOUNT</b> (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.								
$\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}}$						$\times 30$	$\text{(maximum possible score)}$	$= \text{SCORE:}$
State Use – Solicitation Coordinator Signature, Printed Name & Date:								

**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 # 34401-00520 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?**

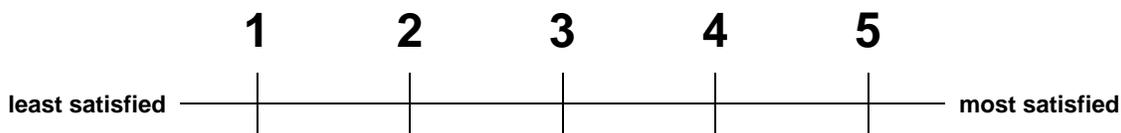
**(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.**

<b>NAME:</b>	
<b>TITLE:</b>	
<b>TELEPHONE #</b>	
<b>E-MAIL ADDRESS:</b>	

**(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.*

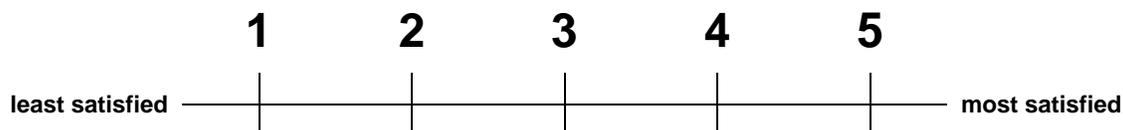


## RFP # 34401-00520 REFERENCE QUESTIONNAIRE — PAGE 2

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.*



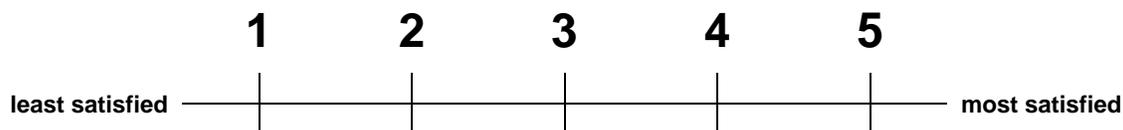
What, if any, comments do you have regarding the score selected above?

**RFP # 34401-00520 REFERENCE QUESTIONNAIRE — PAGE 3**

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- (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?**

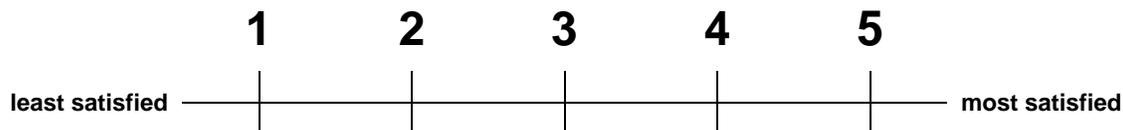
*Please respond by circling the appropriate number on the scale below.*



**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.*



**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:**

\_\_\_\_\_

**SCORE SUMMARY MATRIX**

	<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>		<i>RESPONDENT NAME</i>	
<b>GENERAL QUALIFICATIONS &amp; EXPERIENCE</b> (maximum: 10)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>TECHNICAL QUALIFICATIONS, EXPERIENCE &amp; APPROACH</b> (maximum: 60)						
<i>EVALUATOR NAME</i>						
<i>EVALUATOR NAME</i>						
<i>REPEAT AS NECESSARY</i>						
	<b>AVERAGE:</b>		<b>AVERAGE:</b>		<b>AVERAGE:</b>	
<b>COST PROPOSAL</b> (maximum: 30)	<b>SCORE:</b>		<b>SCORE:</b>		<b>SCORE:</b>	
<b>TOTAL RESPONSE EVALUATION SCORE:</b> (maximum: 100)						

*Solicitation Coordinator Signature, Printed Name & Date:*

**RFP # 34401-00520 *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 DISABILITIES  
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 twelve (12) Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID), community group homes within a four (4) mile radius of the DIDD West Tennessee regional office located on Milton Wilson Road in Arlington 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	Shelby	5982 Polk Street, Arlington, TN 38002	4
2	Fayette	95 Oak Hollow Cove, Arlington, TN 38002	4
3	Fayette	230 Oak Hill Lane, Arlington, TN 38002	4
4	Shelby	10926 Lubov Road, Arlington, TN 38002	4
5	Shelby	7405 Osbornetown Road, Arlington, TN 38002	4
6	Shelby	2960 Schaeffer Drive, Eads, TN 38028	4
7	Shelby	11444 Arlington Woods, Arlington, TN 38002	4
8	Shelby	11456 Arlington Woods, Arlington, TN 38002	4
9	Shelby	11455 Arlington Woods, Arlington, TN 38002	4
10	Shelby	11443 Arlington Woods, Arlington, TN 38002	4
11	Shelby	11003 Highway 70, Arlington, TN 38002	4
12	Shelby	11005 Highway 70 Arlington, TN 38002	4
<b>Total Maximum Individuals Served</b>			<b>48</b>

A.4. The Contractor shall dispense scheduled drugs and over-the-counter medications for treatment of individuals residing in these group homes 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 of these group homes 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 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 to all direct care and support staff in the homes.
  - A.7. The Contractor shall provide a system for communication with each group home 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 administrative offices of the group homes.
- 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 group home medication area 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 Contractor's 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 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 Community Homes Director of Nursing 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 December 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)				
	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 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 – 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.

- 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:

C.J. McMorran, Director  
 West Tennessee Regional Office  
 Department of Intellectual and Developmental Disabilities  
 P.O. Box 949  
 11437 Milton Wilson Road  
 Arlington, Tennessee 38002  
 C.J.Mcmorran@tn.gov  
 Telephone 901-745-7357 or 901-745-7361  
 FAX # 901-745-7251

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 34401-00520 (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:**

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**CONTRACTOR SIGNATURE** **DATE**

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**PRINTED NAME AND TITLE OF CONTRACTORSIGNATORY (above)**

**DEPARTMENT OF INTELLECTUAL AND DEVELOPMENTAL DISABILITIES:**

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**DEBRA K. PAYNE, COMMISSIONER** **DATE**

## ATTACHMENT 1

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (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**

<b>DELIVERABLES</b>	<b>LIQUIDATED DAMAGES PER BUSINESS DAY</b>
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