

Invitation to Bid

20140912 PRESCRIPTION BENEFIT MANAGEMENT SERVICES

Responses to an Invitation to Bid will be received by the Purchasing Supervisor, Sumner County Board of Education, 1500 Airport Road, Gallatin, TN 37066 for 20140912 PRESCRIPTION BENEFIT MANAGEMENT SERVICES until 9:30 a.m. CDT, Thursday, September 11, 2014. Bid responses will be opened at that time, taken under advisement and evaluated. Should you have any questions please call Shawn Curtis, Human Resources Department at (615) 451-5200. All proposals are subject to the Board of Education's conditions and specifications which are available from Vicky Currey, Purchasing Supervisor (615) 451-6560. All bids can be viewed on line at www.sumnerschools.org.

NOTICE TO RESPONDENTS

Responses to an Invitation to Bid will be received by the Purchasing Supervisor in the SUPPORT SERVICE FACILITY CONFERENCE ROOM, Sumner County Board of Education, 1500 Airport Road Gallatin, TN 37066. They will be received until **9:30 A.M. Local Time FRIDAY, SEPTEMBER 12, 2014** for **20140912 PRESCRIPTION BENEFIT MANAGER**, at which time the responses will be opened, taken under advisement and evaluated. ***BIDS WILL BE POSTED ON www.sumnerschools.org***

GENERAL REQUIREMENTS AND CONDITIONS

1. The Sumner County Board of Education reserves the right to accept or reject any and/or all responses in whole or in part, and to waive informalities therein.
2. Any responses received after the scheduled closing time for the receipt for responses will not be considered.
3. If a mistake is discovered after the responses are received, only the Sumner County Board of Education may allow the respondent to withdraw the entire response.
4. Partial payments will not be approved unless justification for such payment can be shown. Terms will be net 30 days.
5. Payment will not be made until the said **20140912 PRESCRIPTION BENEFIT MANAGER** are inspected and approved as meeting all specifications by persons appointed by the Sumner County Board of Education.
6. Responses submitted must be in a sealed envelope and marked on the outside as follows:
RESPONSE: 20140912 PRESCRIPTION BENEFIT MANAGER
DEADLINE: 9:30 A.M., FRIDAY, SEPTEMBER 12, 2014
7. Facsimile responses will not be considered.
8. If a successful bidder violates any terms of their bid, the contract, school board policy or any law they may be disqualified from bidding for a period of two years for minor violations or longer for major violations. Bids from disqualified bidders will not be accepted during the period of disqualification.
9. Prices quoted on the response (if any) are to be considered firm and binding until the said **20140912 PRESCRIPTION BENEFIT MANAGER** are in the possession of the Sumner County Board of Education.
10. No purchase or contract is authorized or valid until the issuance of a Board Purchase Order in accordance with Board Policy. No Board Employee is authorized to purchase equipment, supplies or services prior to the issuance of such a Purchase Order.
11. Any deviation from these stated terms, specifications and conditions must be coordinated with and approved in writing by the Purchasing Supervisor, Vicky Currey (615) 451-6560.
12. All bids that exceed \$25,000 must have the Company Name, License Number, Expiration Date thereof and License Classification of Contractor listed on outside of sealed envelope. As required by State of Tennessee Code Annotated 62-6-119.
13. The awarded bidder will be required to post a performance and payment bond in the amount of 25% of the contract price if it exceeds \$100,000 as stated by State of Tennessee Code Annotated 12-4-201.
14. If the project cost in excess of \$25,000 a performance bond must be secured by the requesting party in an amount equal to the market improvement value.

PROPOSAL REQUEST

Prescription Benefit Management Services



**SUMNER COUNTY BOARD OF EDUCATION
SUMNER COUNTY, TENNESSEE**

DEADLINE:

**9:30am CDT, Thursday, September 11,
2014**

Introduction

Sumner County Board of Education, or herein known as “School System”, is hereby requesting a proposal for Prescription Benefit Management Services.

General Information

I. Proposal Package

All sealed proposal packages must include all of the following, when applicable. Any sealed proposals shall be rejected as a non-conforming bid if any applicable item is missing.

- Three (3) complete copies of proposal
- Evidence of a valid State of Tennessee Business License and/or Sumner County Business License
- Evidence of compliance with the Sumner County Board of Education Insurance Requirements, if work is performed on School System Property
- Signed and completed Statement of Non-Collusion (Attachment 1)
- Properly completed Internal Revenue Service Form W-9
- Evidence of a company’s safety program and, if supported, a drug testing program (Attachment 2) Drug-Free Workplace Affidavit
- If bid is in excess of \$25,000, a certification of non-debarment must be completed (Attachment 3) Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification By Contractor (Attachment 4)

NEW VENDORS

1. To comply with Internal Revenue Service requirements, all vendors who perform any type of service are required to have a current IRS Form W-9 on file with the School System. At the time of requisition, the individual requesting a purchase order or disbursement will be informed if it is a new vendor and if a form W-9 is required. If form W-9 is required for a new vendor, the department head shall forward a completed form W -9 to the finance department. It can be obtained from the Internal Revenue Service's website at www.irs.gov.
2. To comply with the Tennessee Lawful Employment Act, non-employees (individuals hired as independent contractors) must have on file any 2m: of the following documents.
 - Valid Tennessee driver license or photo ID issued by department of safety
 - Valid out-of-state driver license
 - U.S. birth certificate
 - Valid U.S. passport
 - U.S. certificate of birth abroad
 - Report of birth abroad of a U.S. citizen
 - Certificate of citizenship
 - Certificate of naturalization
 - U.S. citizen identification card
 - Valid alien registration documentation or proof of current immigration registration

3. In addition, for all vendors with annual purchases in excess of \$50,000 (if a business license is required), a business license must be on file in the finance department, or the requisitioner must submit a copy with the purchase order requisition form or the payment requisition form, as applicable.

II. Responses

- Proposal must include point-by-point responses to the RFP.
- Proposal must include a list of any exceptions to the requirements.
- Proposal must include the legal name of the vendor and must be signed by a person or persons legally authorized to bind the vendor to a contract.
- If applicable, proposal must include a copy of the contract(s) the vendor will submit to be signed.
- Any and all proposal requirements must be met prior to submission.
- The bidder understands and accepts the non-appropriation of funds provision of the Sumner County Government.
- If noted in the section “proposal requirements” or later requested, the contractor will be required to provide a reference list of clients that have a current contract for services with their company.

III. Clarification and Interpretation of RFP

The words “must” and “shall” in this Request for Proposal indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements that the School System considers important but not mandatory. It is important to respond in a concise manner to each section of this document and submit an itemized list of all exceptions.

IV. Proposal Guarantee

Vendors must guarantee that all information included in their proposal will remain valid for a period of 90 days from the date of proposal opening to allow for evaluation of all proposals.

V. Related Costs

School System is not responsible for any costs incurred by any vendor pursuant to the Request for Proposal. The vendor shall be responsible for all costs incurred in connection with the preparation and submission of its proposal.

VI. Insurance Requirements and Liability

Each bidder or respondent to the RFP who may have employees, contractors, or agents working on School System properties shall provide copies of current certificates for general and professional liability insurance and for workers' compensation of a minimum of \$250,000. The owner or principal of each respondent must also be insured by workers' compensation if they perform any of the services on School System properties. There will be no exceptions to the insurance requirement.

VII. Payment Terms

Payment terms shall be specified in the bid response, including any discounts for early payment. All payments, unless agreed upon differently, will be after receipt of service or product and School System’s approval of conformance with specifications.

VIII. Deadline

Sealed proposals will be accepted until 9:30 A.M., Thursday, September 11, 2014. Proposals received after that time will be deemed invalid and returned unopened to the vendor. Vendors mailing proposal packages must allow sufficient time to ensure receipt of their package by the time specified. There will be no exceptions.

IX. Withdrawal or Modification of Proposal

A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals provided that it fully conforms to the same general terms and requirements.

X. Package

The package containing the proposal must be sealed and clearly marked “20140911 – PRESCRIPTION BENEFIT MANAGEMENT SERVICES” on the outside of the package. Responses may be hand delivered or mailed to the following address.

Sumner County Board of Education
Attn: Purchasing Coordinator
1500 Airport Road
Gallatin, TN 37066

XI. Right to Seek a New Proposal

The School System reserves the right to accept or reject any and all proposals for any reason. Proposals will be awarded to the best overall respondent as determined by that which is in the best interests of Sumner County.

XII. Procedures for Evaluating Proposals and Awarding Contract

In comparing the responses to this RFP and making awards, School System may consider such factors as quality and thoroughness of a proposal, the record of experience, the references of the respondents, and the integrity, performance, and assurances in the proposal in addition to that of the proposal price.

- Proposals will be examined for compliance with all requirements set forth herein.
- Proposals that do not comply shall be rejected without further evaluation.
- Proposals will be subjected to a technical analysis and evaluation.
- Oral presentations and written questions for further clarifications may be required of some or all vendors.

XIII. Discussions

Discussions may be conducted with the vendors which have submitted proposals determined to be reasonably likely of being considered for selection to assure a full understanding of and responsiveness to the RFP requirements. Every effort shall be afforded to assure fair and equal treatment with respect to the opportunity for discussion and/or revision of their respective proposals. Revisions may be permitted after the submission and prior to the award for the purpose of obtaining the best offers.

XIV. Open Records

After the bid is awarded, all proposals will be subject to the Tennessee Open Records Act, and the proposals will be available to the public upon written request.

Summary information on bids submitted will be posted on the School System website at <http://www.sumnerschools.org> under "Bids" link.

XV. Assignment

Neither the vendor nor School System may assign this agreement without prior written consent of the other party.

XVI. Liabilities

The vendor shall indemnify School System against liability for any suits, actions, or claims of any character arising from or relating to the performance under this contract by the vendor or its subcontractors.

School System has no obligation for the payment of any judgment or the settlement of any claim made against the vendor or its subcontractors as a result of obligations under this contract.

XVII. Tax Status

Sumner County Board of Education is tax exempt.

XVIII. Invoicing

Invoices are to be submitted to:

Sumner County Board of Education
695 East Main Street
Gallatin, TN 37066

The vendor must provide an invoice(s) detailing the terms and amounts due and the dates due. All invoices shall indicate payment terms and any prepayment discounts.

XIX. Contract Nullification

School System may, at any time, nullify the agreement if, in the judgment of School System, the contractor(s) has failed to comply with the terms of the agreement. In the event of nullification, any payment due in arrears will be made to the contractor(s), but no further sums shall be owed to the contractor(s). The agreement between School System and the contractor(s) is contingent upon an approved annual budget allotment, and is subject, with thirty (30) days notification, to restrictions or cancellation if budget adjustments are deemed necessary by School System.

XX. Applicable Law

Sumner County, Tennessee is an equal opportunity employer. School system does not discriminate towards any individual or business on the basis of race, sex, color, age, religion, national origin, disability or veteran status.

The successful contractor(s) agrees that they shall comply with all local, state, and federal law statutes, rules, and regulations including, but not limited to, the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

In the event that any claims should arise with regards to this contract for a violation of any such local, state, or federal law, statutes, rules, or regulations, the provider will indemnify and hold School System harmless for any damages, including court costs or attorney fees, which might be incurred.

Any contract will be interpreted under the laws and statutes of the state of Tennessee.

School System does not enter into contracts which provide for mediation or arbitration.

Any action arising from any contract made from these specifications shall be brought in the state courts in Sumner County, Tennessee or in the United States Federal District Court for the Middle District of Tennessee.

Additionally, it is a violation of state statutes to purchase materials, supplies, services, or any other item from a vendor that is a commissioner, official, employee, or board member that has any financial or beneficial interest in such transaction.

Specific Information

Anticipated Award Date: September 19, 2014

Proposed Effective Date: January 1, 2015

Term of Contract: 12 months

Sumner County Schools (Sumner) currently is in the first plan year of a newly established self-insured health plan for its certified employees (active and retired). Prior to January 1, 2014 these employees were covered by the Tennessee Local Education Plan.

Sumner's classified employee (active and retired) are currently covered in a separate plan which also covers county government employees and retirees. Effective January 1, 2015 these classified employees will become covered by the same plan as for certified employees. This will add approximately 1,100 employees to the nearly 2,000 currently insured employee population.

Limited claims data is available due to the recent change for the certified employees. For classified employees, only summary claims data is available.

Sumner will accept proposals for the combined (certified and classified) population, and is also considering alternative proposals from the two medical carrier/TPAs (Cigna and BCBS) for providing PBM services for the employees who elect their medical network.

If requested, selected finalists may be required to participate in face to face interviews.

Thank you for your consideration of this RFP. After submitted proposals have been evaluated and the plan sponsor's decision is made, you will be informed of the outcome of this process.

Current employee benefits portal, where details about the plans are found:

<http://www.mysumnerbenefits.com/>

SECTION A

RFP Terms and Conditions

INFORMATION REQUIREMENTS

- A. Respondent must submit complete responses to this RFP. **The pricing each Respondent submits must be "best" and "final" and include full unit cost information.**
- B. Respondent's pricing must be firm as proposed and encompass all costs and expenses, including all supplies for the administration of the program, including all shipping costs to Client but not limited to, all labor (including overtime) and materials required to complete or provide service within the specified time frames, all applicable state, federal and local taxes (including sales and use taxes), and all other costs and expenses required to complete or operate the project.
- C. **Point of Contact for Questions** - Upon review of this entire document, each respondent may submit questions you may have regarding this RFP. **All questions are to be submitted in writing, via e-mail to: Arista Consulting Group, attention Lamar Wright lwright@aristacg.com**

Please submit all questions regarding this RFP by September 2, 2014.

Questions that are not submitted (by this deadline) in writing will not be answered.

- A. **Response Format - Respondent is to submit a complete submission with written responses to all questions included.**
- B. Any supplemental information (marketing materials, brochures, etc.) or "boiler-plate" material is to be submitted as appendices and packaged separately from the body of the response.

Incomplete responses will not be considered.

SECTION B

RESPONDENT INFORMATION

Company Name _____

Please list location(s) of the company offices and location of the office servicing the account.

Name, address and telephone number(s) of the Respondent's point of contact for a contract resulting from this RFP

Primary Contact

Fax Phone #:

Name:

E-mail Address:

Title:

Address:

City:

State:

Zip:

Telephone #:

Fax Phone #:

E-mail Address:

Secondary Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone #:

SECTION C

IMPLEMENTATION PLAN

- A. Provide a proposed implementation plan and timetable, beginning with the award of business to the effective date of coverage.
- B. Are there any start-up fees with implementation? If so, how much are these fees and what do they provide? Is there an additional fee for receipt and programming of custom eligibility files? Is there an additional fee for receipt and programming of claim, prior authorization or open refill transfer files? If so, please provide an estimate.
- C. Please provide applicable performance guarantees in Appendix B.
- D.

SECTION D

ADMINISTRATIVE FEES

Complete the following in accordance with the instructions provided. Additionally, please provide administrative fees in Appendix A.

Plan Effective Date: January 1, 2015

Basic (per claim) Fee:

Per Member per Month (Alternate):

Services Included:

Production of ID cards for all existing members initially, to new members monthly, including medical claims information.

- Providing on-line access to formulary lists and provider directories to all existing members with web access and printed formulary guides as needed
- Claims Adjudication
- Standard Systems Edits
- Basic Formulary Management
- Eligibility Verification and Maintenance
- MAC Program Administration
- Standard Data Reporting and Online Access For Client
- Customer Service including toll-free telephone access
- Provider Management and Education

- Patient Education
- Prior Authorization
- DUR, both Prospective and Concurrent
- Medication Management
- Up to 5 monthly electronic file feeds to associated vendors for deductible and out-of-pocket accumulation, care management, predictive modeling, et al.

All the above services should be covered under the fee stated above. However, some services may be offered as optional or ancillary and be covered by separate add-on fees

- A. Outline all additional fees (beyond the administration fee) that will be added to the client’s billing (for step edits, age edits, etc.). State whether these additional fees are optional or integrated into the standard offering of your PBM services. It is very important to represent the actual anticipated administrative fee.
- B. Detail all additional fees/charges not covered under basic fees (postage, printings, booklets, start up costs, etc). Be sure to list **all** charges. We will utilize these fees quoted for inclusion in the executed contract. Variation from stated fees will eliminate the candidate Respondent.
- C. The fees presented in this information are binding during the life of this contract. Any unsolicited changes to these fees or additional fees may be grounds for termination. Does the Respondent comply with the conditions herein?
- D. Are reversals subject to an administrative fee?
- E. If a claim is reversed, is the administrative fee for that claim reversed?

SECTION E

CLAIM PROCESSING SERVICE

General Claims Processing

- A. Indicate the claim processing operation and facility that will be utilized in the management of this account. Is this system owned and operated by your organization?
If not, name the company you are proposing to use.
- B. What are the normal hours of operation of the claim operation, customer service, and mail-order facility? Include extended or weekend shifts. What mechanisms can enrollees utilize for emergency requests that fall outside of the normal hours of operation?
- C. What national drug database will be utilized for claims processing?

- D. What is the average turn-around time for reimbursement of network pharmacies for claims incurred?
- E. Do you provide full, detailed accounting of each claim on your claims reconciliation file (CRF)? How frequently is it provided? Can the format be customized?

Retail Claims Processing

- A. Describe the retail pharmacy claims payment process from date of receipt to full adjudication of checks to providers. If the process is different for network and non-network claims, discuss separately.
- B. How do you avoid duplicate payments of the same claim? If duplicate payments or overpayments are discovered, what are your procedures for recovery of the overpayments or duplicate payments?
- C. Describe your policy regarding lost/broken medication, early refills, and emergency medication fills.
- D. Provide an overview of your methods to assure HIPAA compliance.

Mail-Order Claims Processing

- A. Describe the claims processing sequence for mail order claims from date of receipt of prescription to fulfillment to adjudication and payment.
- B. What form of payment can you accept from the enrollee?
- C. For purchases made by credit card, can refills be phoned in or submitted via the Internet?
- D. How many days advance notice must an enrollee provide in order to guarantee that their supply is received before the existing supply is depleted?
- E. What is the average time in days between receipt of claim and delivery to enrollee (include delivery time)? Are you able to provide a service guarantee?

SECTION F

ACCOUNT SERVICE

- A. Discuss how Sumner County School District will be billed for retail network and mail-order programs, and administrative service fees.
Will you bill separately for administrative service fees?
- B. What sales office would handle the general servicing of this account? Would this office handle both the retail network and mail-order programs? What are the standard office hours for the sales and service office?
- C. Do account service representatives have on-line access to real-time claim processing information? Do these representatives have authority to approve and/or override claims?

SECTION G

PHARMACY NETWORK

- A. Provide an electronic copy of your current provider directory

SECTION H

PRESCRIPTION DRUG REIMBURSEMENT

- A. Outline your reimbursement method relative to the late September 2009 pricing settlement. Specifically, what is the basis (including formula(s)) of determining prices for brand drugs? If an alternative (WAC basis) is required by Client, is this feasible?
- B. Complete the elements of pricing (brand and generic) included in **Attachment A**. It is provided as a means to ensure we receive pricing for most generics. The final, contractual MAC shall include all generic medications within the drug database to which you subscribe.
- C. What is your average discount from AWP (retail and mail) for brand medications? What is the overall brand discount from AWP that can be guaranteed (with financial penalty)?
- D. What is your source for AWP? What is the name of the database used for MAC? How often are prices updated?
- E. Please outline all dispensing fees, stated as maximum \$/Rx that will be billed for any given month (retail/mail, brand/generic).

SECTION I

GENERIC DRUG MAXIMUM ALLOWABLE CHARGE (MAC) PROGRAM

- A. Describe your MAC program for generic substitution.
- B. Based on your latest data available, what is the effective discount from AWP of your MAC prices? Describe this generic pricing in terms of WAC.
- C. Provide the number of generic products for which you have a MAC price. What percentage of all generics dispensed does this represent?

SECTION J

REPORTING

- A. What is your standard reporting cycle for client cost and utilization analysis, which includes subgroup analysis?
- B. What is your standard reporting cycle for written evaluations of cost and utilization, which includes recommendations for improvement?
- C. Are customized reports available at no cost?
- D. What is your turn around time for eligibility loads?
- E. Do you provide electronic invoicing? Please outline.
- F. What is the lag time between when the claims are incurred and the data is available? What day of the month do you provide the previous months' data?

SECTION K

FORMULARY PROCEDURE

- A. Please provide an electronic copy in Microsoft Word format of your formulary (as of December 31, 2013) and label "Formulary.doc."
- B. For each of the medications below, indicate if the drug is on your formulary as of December 31, 2013.
 - Nexium
 - Cymbalta
 - Tekturna
 - Advair
- C. Are any legend drugs excluded from your formulary resulting in them not being covered?

SECTION L

FORMULARY REBATES

- A. On what percentage of brand-name drugs in your formulary are rebates paid?
- B. If Sumner County Schools were to begin with you on January 1, 2015, in which month of the same year would the first rebate check be received?
- C. How often are rebates calculated and paid?
- D. Are rebate eligible drugs on your formulary bundled? Explain.
- E. Provide samples of rebate reports to self-funded clients.
- F. Confirm that 100% of the rebates (including specialty drug rebates) will be passed to Sumner County Schools. If this is not true, what % will be delivered?

Appendix A – Financial Summary

Instructions to Respondents: Please provide guaranteed amounts in the table below. A standard MAC list (as described in the **PRESCRIPTION DRUG REIMBURSEMENT** section of this RFP) will apply to all generic claims for all pharmacies (dictated by specific contractual language), unless the U&C is lower (or a store “discount” program, a la “Wal-Mart”).

| | | | | |
|---|---------------|------------------|-------------|-------------------------|
| Implementation | | | | |
| Additional fees not included in the administrative fee or elsewhere | | | \$ | |
| Implementation credit | | | \$ | |
| Administrative Fees | | | | |
| Basic (per claim) fee | | | \$ | |
| PEPM (alternate) fee | | | \$ | |
| Prescription Drug Reimbursement | | | | |
| | Retail | Retail 90 | Mail | Specialty Vendor |
| Brand Medications | | | | |
| AWP Discount | % | % | % | % |
| Dispensing Fee/Rx | \$ | \$ | \$ | \$ |
| Generic Medications | | | | |
| AWP Discount | MAC | MAC | MAC | MAC |
| Dispensing Fee/Rx | \$ | \$ | \$ | \$ |
| Specialty Medications | | | | |
| AWP Discount | % | % | % | % |
| Dispensing Fee/Rx | \$ | \$ | \$ | \$ |
| Rebates | | | | |
| | Retail | Retail 90 | Mail | Specialty |
| Rebate/Brand Rx | % | % | % | % |

Appendix B – Performance Guarantees

Instructions to Respondents: Provide performance guarantees and financial penalties specific to this client. Performance guarantees may be provided below or in a separate document.

What is the frequency and timing of performance guarantee reporting and reconciliation?

What is the timing of payment for any amounts due to the client?

What is the total amount that will be placed at risk for the client?

ATTACHMENT 1

STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Company _____

Address _____

Phone _____

Fax _____

Respondent (Signature) _____

Respondent (Print Name and Title) _____

Authorized Company Official (Print Name) _____

ATTACHMENT 2

DRUG-FREE WORKPLACE

The Sumner County Board of Education is committed to maintaining a safe and productive work environment for its employees and to providing high quality service to its citizens. The goal of this policy is for Sumner County employees and contractors to remain, or become and remain, drug-free. Abuse and dependency on alcohol and/or drugs can seriously affect the health of employees, contractors and citizens, jeopardize personal safety, impact the safety of others and impair job performance.

Drug-Free Workplace Act of 1988 – Sumner County Board of Education is governed by the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D).

Omnibus Transportation Employee Testing Act of 1991 – Sumner County Board of Education is governed by the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. 102-143, Title V).

Right to an Alcohol and Drug-Free Workplace - Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and/or drugs.

Required Alcohol and Drug Tests - Alcohol and drug testing for safety sensitive employees shall be in accordance with the provisions contained in the Sumner County Alcohol and Drug Policy adopted by departments which have safety sensitive positions.

Contracts – Any contractors providing goods or services to Sumner County Board of Education must comply with all State and Federal drug free workplace laws, rules and regulations and so certify this compliance by completion of the DRUG-FREE WORKPLACE AFFIDAVIT (attached page 2).

DRUG-FREE WORKPLACE AFFIDAVIT (page 2)

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Sumner County Board of Education to provide goods or services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company") and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit because it shall be receiving pay pursuant to a contract with the state or any local government to provide goods or services.
3. The Company is in compliance with all State and Federal Laws, Rules and Regulations requiring a drug-free workplace program.

Further affiant saith not.

Principal Officer: _____

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

ATTACHMENT 3

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions under federal non-procurement programs by any federal department or agency;
2. Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the bid, been convicted or had a civil judgment rendered against it
 - A. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - B. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - C. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. § 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name of Participant Agency

Name and Title of Authorized Representative

Signature of Authorized Representative Date

_____ I am unable to certify to the above statement. Attached is my explanation.

ATTACHMENT 4

CERTIFICATION BY CONTRACTOR

I, the undersigned, certify that on behalf of Contractor, I am authorized to attest and obligate the above certification and to legally bind Contractor to these terms, conditions and obligations.

_____ **Title**

_____ **Name**

_____ **Date**

_____ **Witness**