

TOWN OF GREENWICH  
PURCHASING DEPARTMENT  
101 Field Point Road  
Greenwich, CT 06830  
203 622-7881

NO.: 6994 RFP

ISSUE DATE: 5/1/13

DEADLINE DATE: 5/30/13

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: 5/10/13

TIME AND DATE: 10:00 AM

LOCATION: Nathaniel Witherell Administration Building

Board Room, 2<sup>nd</sup> Floor  
Greenwich, CT 06830

ITEM/CATEGORY LONG TERM CARE PHARMACY SERVICES NATHANIEL WITHERELL, SNF

LOCATION TOWN OF GREENWICH

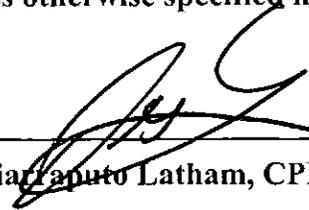
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

**PLEASE NOTE:**

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/ proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.

  
James Giarraputo Latham, CPPB, Senior Buyer

An Affirmative Action/Equal Opportunity Employer, M/F/H

## Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Director of Purchasing and Supply. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Director of Purchasing and Supply shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

## TOWN OF GREENWICH

**REQUEST FOR PROPOSAL #6994 DEADLINE: 5/30/13 AT 3:00PM**

### **LONG TERM CARE PHARMACY SERVICES NATHANIEL WITHERELL, SNF**

#### **Background and Summary**

The Nathaniel Witherell (hereinafter referred to interchangeably as “Witherell”, “Facility” or “TNW”) is a 202 bed skilled nursing facility located in a residential section of Greenwich, CT. The facility is owned and operated by the Town of Greenwich and is identified in the Town’s financial statements as a Revolving Fund entity. Thus, the facility operates as a non-profit business and is expected to generate sufficient revenues to fully support its own operations.

The facility’s medications and pharmacy consulting services are currently provided by Omnicare of Connecticut. With the exception of isolated instances wherein a facility resident may specifically request that his/her medications be supplied by an alternate pharmacy, the Pharmacy Services provider (hereinafter referred to as “Pharmacy”) will provide all of the pharmaceutical supplies and other related services to the Facility’s residents. The Pharmacy must be licensed in the State of Connecticut and will maintain all licensure and insurance certifications.

#### **Scope of Work**

Pharmacy shall provide pharmaceutical services seven (7) days per week with guaranteed service including weekends and holidays. Pharmacy shall provide 24/7 availability of a registered pharmacist for telephone consultation.

Pharmacy shall provide multiple deliveries per day on an as needed basis and a maximum of three (3) hour delivery for stat meds.

Pharmacy shall provide monthly MARs, TARs, Behavior Tracking Sheets and physician orders on a timely basis each month.

Pharmacy shall arrange for consultation services provided monthly, consistent with industry standards and regulations and will conduct nursing medication pass observations at least quarterly.

Pharmacy shall provide interim medication review upon request for residents with length of stay greater than 30 days or whose condition changes significantly.

Pharmacy shall provide and maintain a treatment cart, medication carts and fax machines for each nursing unit.

Pharmacy shall provide the following IV services:

- Policies and procedures
- IV therapy for hydration and antibiotics
- Initial infusion service for new IV starts (within 4 hours of request)
- In-services - a minimum of 4 hours annually, divided into quarterly 1-hour sessions
- Additional education for IV training; participation in TNW Committees as needed
- 7 day/week on call coverage

Pharmacy shall comply at all times with federal, state, and local laws rules and regulations applicable to the delivery of pharmaceutical services; purchasing, storage and delivery of pharmaceuticals and other duties described herein.

Pharmacy shall maintain in writing and review at least annually policies, procedures and methods for the operation of the pharmacy program at Facility, as well as policies and procedures for any committee of TNW dealing with prescriptions and supplies, the consulting pharmacist at the Facility and Witherell's relationship with Pharmacy. Pharmacy agrees to assist Nathaniel Witherell and its consulting pharmacist (where applicable) with the development and annual review of such policies, procedures and methods.

As above, Pharmacy acknowledges that the Facility and its Residents reserve the right to purchase and obtain prescriptions and supplies from sources other than Pharmacy. Therefore, Pharmacy shall not have the exclusive right to supply and furnish such items.

Except for circumstances and/or conditions beyond its control, Pharmacy agrees to provide continuous service and, in accordance therewith, shall provide delivery during every day of the week and also provide medications on an emergency basis whenever necessary. If for any reason Pharmacy is unable to deliver any requested item(s) within a reasonable time, Pharmacy shall arrange for medications to be delivered from an alternate pharmacy. Pharmacy shall supply generic equivalents of brand drugs whenever applicable state law and regulations allow, unless The Nathaniel Witherell or Resident expressly requests no generic equivalent drugs.

Pharmacy shall package prescription drugs using the blister pack system, except for solutions, stock and emergency orders. Packaging for all prescriptions and supplies shall be labeled according to applicable State and Federal regulations.

Pharmacy shall supply "new" order for prescriptions and supplies in maximum quantities of up to ten (10) days.

Pharmacy shall designate a representative who will be a member of all committees of Nathaniel Witherell reasonably requiring representation of and participation by Pharmacy. Such representative or designee shall attend and participate in meetings of such committees and serve as a liaison between such committees and Pharmacy. Such representative services will be provided at no cost to the Nathaniel Witherell.

Pharmacy shall provide appropriate educational programs to Nathaniel Witherell at no charge to Facility.

All matters related to the dispensing of prescriptions or supplies or the practice of pharmacy in general are subject to the professional judgment of the dispensing pharmacist.

Appropriate equipment necessary to support pharmaceutical services must be provided.

#### Billing/Payment

Nathaniel Witherell agrees to notify Pharmacy of the status of each Resident regarding sources of reimbursement for prescriptions and supplies (i.e. "private pay", "Medicare" or "Medicaid" or any other source of direct payment for prescription services), and to notify the Pharmacy promptly following Facility's awareness of any change in the status of any Resident regarding such source of reimbursement.

Pharmacy shall bill each Resident or third party payer in conformity with the usual and proper method of billing required or accepted under such Resident's reimbursement or payment plan and, in the case of Medicaid or Medicare, in accordance with all laws, rules and regulations applicable thereto. Pharmacy will be solely responsible for the billing and collection for products provided by the Pharmacy to Resident.

Pharmacy shall bill Nathaniel Witherell for prescriptions, supplies and ancillary equipment purchased by Facility for its own account.

Pharmacy shall have the capability to electronically bill all Medicare D plans and 3<sup>rd</sup> party insurance plans.

Pharmacy shall notify the Director of Nursing of any prescriptions, OTC drugs or supplies that have been ordered but are not reimbursable by Medicaid.

#### Records

Pharmacy shall provide all necessary pharmacy record documentation for each Resident.

#### Confidential Information

Pharmacy shall keep Residents' personal protected information confidential.

## **SPECIAL TERMS AND CONDITIONS**

In addition to the terms and conditions listed on the cover sheet and the reverse side of the cover sheet of this RFP, all of the following shall also apply:

### **Issuing Authority**

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **Tuesday, May 21, 2013 at 11AM.**

Town of Greenwich  
Purchasing Department  
101 Field Point Road  
Greenwich, CT 06830

Fax: (203) 622-7776  
Email: [jlatham@greenwichct.org](mailto:jlatham@greenwichct.org)

### **Issuance of Addenda**

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website ([www.greenwichct.org/bids](http://www.greenwichct.org/bids)) up to 48 hours in advance of the bid/proposal's due date and time. **It is the bidder's responsibility to check the Town's website for addenda.** If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. **No notification of addenda issuance will be made other than on the Town's website.**

### **Pre-proposal Conference and Site Visit**

Respondents are invited and strongly encouraged to attend the Pre-Proposal Conference scheduled for **Friday, May 10, 2013 in the Board Room, 2<sup>nd</sup> floor, of the Nathaniel Witherell Administration Building, 70 Parsonage Road, Greenwich, CT.** At this meeting the Town's Senior Buyer and the Executive Director of Nathaniel Witherell will be present to answer any questions pertaining to this RFP. There will also be a site inspection of Nathaniel Witherell for the benefit of the respondents.

### **Taxes**

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

### **Packaging**

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

### **Price Guarantee / Duration of Proposal**

Proposals will remain in effect for a minimum period of ninety (90) days from the deadline for submission of the proposal.

### **Proposal Inclusions**

All equipment, accessories, labor, and materials must be furnished by the Pharmacy to successfully perform the scope of work.

### **Proposal Costs**

The respondent shall be responsible for all costs incurred in the development and submission of this proposal. The Town assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by a Respondent, the evaluation of an accepted proposal, or the selection of finalists. The Town shall not be contractually bound until the Town and the successful respondent have executed a written contract for the performance of the work.

### **Presentations**

Selected respondents may be required to present their proposals to the Town representative. The costs of such presentations and interviews shall be borne solely by the respondents.

### **State, Local and Federal Laws**

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to respondent's performance of services.

### **Applicable Law**

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

### **Indemnification**

The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of the Contractor, its officers, agents,

servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

### **Contract Format**

The Town of Greenwich has included as part of the RFP, **Exhibit C**, the personal service contract format that shall be used for this procurement.

### **Withdrawal of Bids (Or Proposals) Prior to Deadline**

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

### **Withdrawal of Bids (Or Proposals) After the Deadline**

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

## **Joint Ventures**

The Town of Greenwich reserves the right to reject any bid or proposal submitted by a joint venture unless such joint venture satisfies the Town of its ability to obtain and furnish to the Town a contract bond in the form prescribed by the Town, in the sum of the full amount of the bid or proposal, including allowance for contingencies and extra work, and/or the contract price, and duly executed and acknowledged by said bidder/joint venture as principal and by a surety company qualified to do business under the laws of the State of Connecticut and satisfactory to the Town, as surety, for the faithful performance of the contract and payment for labor and material. The premium for such bond shall be paid by the contractor. At the time of submission of the bid or proposal, the joint venture must provide a letter from the bonding company that the joint venture is able to receive the required bond within one week after receipt of an award by the Town, in the total amount of the bid/proposal and/or contract price. The letter must be on the bonding company's letterhead with name, address and telephone number.

## **Organization Contact**

Ms. Lynn Bausch and Mr. Allen Brown will be the primary contacts for the Pharmacy after the contract is finalized:

Ms. Lynn Bausch  
Deputy and Director of Nursing  
The Nathaniel Witherell  
70 Parsonage Road  
Greenwich, CT 06830  
Email: [lbausch@greenwichct.org](mailto:lbausch@greenwichct.org)  
Phone: 203-618-4226  
Fax: 201-869-8477

Mr. Allen Brown  
Executive Director  
The Nathaniel Witherell  
70 Parsonage Road  
Greenwich, CT 06830  
Email: [abrown@greenwichct.org](mailto:abrown@greenwichct.org)  
Phone: 203-618-4323  
Fax: 201-629-6949

## **Insurance Requirements**

The awarded vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFP. Upon award, the Acord certificate of insurance form must be completed by the vendor's insurance agent/broker and submitted to the Purchasing Department. It must be stated on the Acord form that the Town of Greenwich has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the Town of Greenwich has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B. The authorized representative who signs the Acord form must sign the letter as well.**

**The Acord certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature.**

*The Town of Greenwich will not accept insurance coverage, other than Excess Liability coverage, from insurance providers that are surplus lines writers in Connecticut. All insurance companies providing coverage, other than excess liability coverage, must be licensed in the state of Connecticut.*

The Contractor shall be responsible for maintaining the specified insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The respondent should submit with the proposal the signed, original **"Insurance Procedure"** form, **page 17**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

## **Execution of Agreement**

The respondent whose proposal is accepted will be required and agrees to duly execute the 'agreement' and furnish the required contract bonds and insurance certificates within ten (10) days after award of the contract.

## **Cancellation of Award/Contract**

If the Pharmacy fails to perform or observe any material term or condition of this Agreement and such failure continues for thirty (30) days after vendor's receipt of written notice, The Town of Greenwich may cancel the order without liability for cancellation/termination charges.

## **Health Issues**

A written and documented formal sanitation and health related safety program which meets or exceeds the minimum requirements of all Town, State and Federal agencies will be adhered to and provided. It shall address all equipment, floors, work surfaces, walls, storage areas, accidental spills, meal preparations, proper menu, correct meals to residents, allergies, and nutritional requirements.

## **Inspection of Premises**

Premise inspections can and will be made by both the Department of Health and Building Maintenance on a periodic basis. This will be done to see that premises not only meet health code requirements, but that the operation is run in a businesslike fashion as stipulated throughout this contract, and that Contractor is maintaining Town owned property in good repair. Frequent infractions or abuses will be dealt with in an appropriate fashion.

## **PROPOSAL FORMAT AND REQUIREMENTS**

The respondent shall deliver one (1) complete original proposal and three (3) complete copies of the proposal to the Purchasing Department before the deadline. One (1) CD or Flash Drive containing a PDF of the complete proposal should also be provided.

At the beginning of the proposal, the respondent should include a letter of transmittal signed by an individual authorized to bind the contractor.

The following questions and the RFP form requirements are designed to solicit information critical to the Town's evaluation of the respondent's capabilities. The responses in this section will be a critical component in the evaluation. The respondent should repeat each question, followed by the answer and/or form. Answers should be concise but complete. Forms, where required, must be included. Respondents are expected to respond specifically to each question in the section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of your proposal.

- A. State the respondent's full name and home office address. Describe the organizational structure (eg. Publicly held corporation, private non-profit, partnership, etc). If it is incorporated, respondent shall indicate the state in which it is incorporated, and the date of incorporations or founding date. List the name and occupation of those individuals serving on the organization's Board of Directors and list the name of any entity of persons owning 10% or more of the organization.
- B. List the name, title, mailing address, telephone number, facsimile number and email address of the contact person for the proposal.
- C. Describe the organization, management philosophy, and provide a brief history of the company
- D. Advise if and when the organization has ever been barred from doing business in any state. If so, provide details.
- E. List all key features that distinguish the respondent's services from competitors and what are the competitive advantages pertinent to pharmacy service management.
- F. The Executive Manager shall oversee the management of the Town of Greenwich's existing LIUNA management positions as well as its full time and part time Teamster's employees. Discuss the potential problems and the possible solutions relating to this dynamic scenario.

- G. Provide five (5) references from nursing home directors. References provided with the proposal shall consist of the contact names and telephone numbers of five (5) nursing homes where similar service contracts are currently active.
- H. Provide any discretionary product literature that reflects the quality and scope of services that will be offered to The Nathaniel Witherell and that identifies the skill, expertise and qualifications of the company that distinguish it from other competitors.
- I. Present recent examples of how and when your firm has provided services similar to the scope of work identified in this RFP. Discuss the firm's market penetration in CT and distribution center(s) within 50 miles.
- J. Include in the proposal all completed reply sheets, insurance procedure forms and vendor information forms.

NOTE: All information exchanged between the Town of Greenwich and the respondent is subject to the Connecticut Freedom of Information Act.

## EVALUATION PROCESS

Proposals and respondents will be evaluated using the following criteria:

Criteria	Maximum Points
1. Price of services	20
2. Experience/Expertise of the firm and its assigned staff in providing required services	20
3. Proven track record with accounts with service needs in similar settings	15
4. The firm's market penetration in CT and distribution center(s) within 50 miles	15
5. Resources available to firm and that will be committed to assure the overall success of the Witherell account.	10
6. Competitive Advantages	10
7. Firm's characteristics, mission and objectives that demonstrate compatibility with those of Nathaniel Witherell	10
Total	100

### Evaluation Committee

The Evaluation Committee will be comprised of the following individuals:

- Ms. Lynn Bauch, Deputy and Director of Nursing
- Mr. Allen Brown, Executive Director
- Margaret Wayne, Associate Director of Nursing

The Evaluation Committee members will read and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each respondent will be ranked by the Senior Buyer based on the Evaluation Committee's scores of the proposals. The highest ranked respondents will be identified as finalists.

The finalists may be interviewed by the Evaluation Committee: the interviews will be graded and the finalists will be ranked based on the grades they receive for the interviews.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during the evaluation process. In addition, exceptions raised by the highest ranked finalist (if any) will need to be reconciled to the mutual satisfaction of both parties.

If the Town elects to make an award for this project, the highest ranked responsive, responsible finalist will receive the award.

### Observers & Advisors

The Town may elect to have observers and advisors read the proposals of the finalists; attend the interviews and ask questions at the interviews. The observers and advisors will not be permitted to grade, score or rank the respondents.

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6994 DEADLINE: 5/30/13 AT 3:00PM**

**LONG TERM CARE PHARMACY SERVICES  
NATHANIEL WITHERELL, SNF**

**REPLY SHEET (Page 1 of 4)**

**Pricing for Initial Annual Term**

Pricing shall remain fixed for the duration of each annual term of the contract.  
The respondent shall indicate below the total annual price for the Pharmacy Service for the first year of the contract as specified:

\$ \_\_\_\_\_

Total Annual Fixed Price in Words:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pricing for Option Years**

The respondent shall indicate below if pricing may either increase or decrease prior to the start of the optional years of the contract:

\_\_\_\_ Yes, pricing may increase or decrease prior to the start of the option years.

\_\_\_\_ No, pricing will not increase or decrease prior to the start of the option years.

If pricing may increase or decrease in the option years, the respondent shall indicate below the maximum percentage of the potential increases or decreases for each optional year.

<b>Option Year</b>	<b>Maximum Price Increase (if any)</b>	<b>Maximum Price Decrease (if any)</b>
1	%	%
2	%	%
3	%	%
4	%	%

**Respondent's Company Name** \_\_\_\_\_

**Authorized Signature** \_\_\_\_\_



**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6994 DEADLINE: 5/30/13 AT 3:00PM**

**LONG TERM CARE PHARMACY SERVICES  
NATHANIEL WITHERELL, SNF**

**REPLY SHEET (Page 3 of 4)**

**Non-collusion Language**

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

**Compliance with Ethics Code**

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

**RESPONDENT'S COMPANY NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**TELEPHONE #** \_\_\_\_\_ **FAX #** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**WEB SITE** \_\_\_\_\_

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**STATE OF CT TAXPAYER ID #** \_\_\_\_\_

**FEDERAL TAXPAYER ID #** \_\_\_\_\_

**INCORPORATED IN THE STATE OF** \_\_\_\_\_ **Corporate Seal**  **Yes**  **No**

**TOWN OF GREENWICH**

**REQUEST FOR PROPOSAL #6994 DEADLINE: 5/30/13 AT 3:00PM**

**LONG TERM CARE PHARMACY SERVICES  
NATHANIEL WITHERELL, SNF**

**REPLY SHEET (Page 4 of 4)**

The Greenwich Code of Ethics can be found at [www.greenwichct.org](http://www.greenwichct.org). Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

**By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:**

**AUTHORIZED SIGNATURE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

**TOWN OF GREENWICH**  
**INSURANCE PROCEDURE**

**PLEASE NOTE:**

**RETURN THIS COMPLETED FORM WITH YOUR BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED.**

Please take the insurance requirements of the Contract to your agent/broker immediately upon receipt of the bid documents to determine your existing coverage and any costs for new or additional coverage required for the work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

**STATEMENT OF VENDOR:**

**I have read the insurance requirements for this work and have taken the documentation to my insurance agent/broker. The bid/proposal cost reflects any additional costs relating to insurance requirements for this work.**

**If I am awarded this contract, I or my insurance agent shall submit all of the required insurance documentation to the Town of Greenwich Purchasing Department within ten (10) days after the date of the award of the contract.**

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Signature

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Date

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Contractor

**Vendor Information & Signatory Form**  
**For all Contracts equal to or in excess of \$250,000**

Vendor Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Entity: Corporation: \_\_\_\_\_ Type of Corp.: \_\_\_\_\_ LLC: \_\_\_\_\_  
Partnership: \_\_\_\_\_ Joint Venture: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_  
Other (please describe): \_\_\_\_\_

1. CT State Business License Number (if applicable): \_\_\_\_\_  
State Agency issuing license: \_\_\_\_\_
2. Number of years in business under entity name: \_\_\_\_\_
3. Full names of entity's owners (> 20% ownership), officers and managers. (use a separate sheet of paper if necessary)
4. Has the entity changed its name within the past 3 years?  
a. YES  NO
5. If yes, provide former name(s): \_\_\_\_\_
6. Have there been any recent (within the last three years) changes in control/ownership, > 20% of the entity?  
a. YES  NO
7. If yes, explain. (use a separate sheet of paper if necessary)
8. Have officers or principals of the entity ever had any license suspended or revoked (other than Driver's License) for any reason?  
a. YES  NO
9. If yes, please explain. (use a separate sheet of paper if necessary)
10. Is the entity or has the entity, or any of its principals, officers, members or owners ever been a party to or involved in any US civil, criminal, or regulatory action or settlements, lawsuit or other legal action >\$25,000 involving the Town of Greenwich or any other municipality in the States of CT or NY related to the vendor's business activities?  
a. YES  NO
11. If yes, please explain. (use a separate sheet of paper if necessary)
12. Has any principal, officer, member or owner of the undersigned entity within the last three years been a principal, officer, member or owner of any entity that has filed for bankruptcy or been voluntarily or involuntarily dissolved?  
a. YES  NO
13. Name and title of person completing / responsible for submission of this RFP or contract and the responses to this questionnaire: \_\_\_\_\_
14. Telephone number and email address for person identified in questions #13:  
Phone No.: \_\_\_\_\_ Email Address: \_\_\_\_\_
15. If requested by the Town during the solicitation process, the vendor hereby agrees to provide the Town with copies of the most recent three (3) years of Loss History Reports for all lines of insurance coverage from its insurance carrier (as named herein) for all contracts and RFPs/RFQs/RFBs equal to or in excess of \$250,000.  
a. YES  NO

Name of Insurance Carrier: \_\_\_\_\_

The loss history reports shall include claims data for all fifty US states; detail of each claim for the past three years for AL, GL, WC; and a summary page with the annual total claim amounts for the past three years for AL, GL, and WC.

Vendor Information & Signatory Form (continued)

16. Have any claims been made against the entity's performance bond?      YES                   NO

17. Please indicate whether your entity is currently debarred from doing business in the State of Connecticut or any other state.

a. YES     States: \_\_\_\_\_    NO

With regard to this item No.17, the vendor understands and agrees that it has a continuing obligation to inform the Town if it is debarred from doing business in the State of Connecticut or any other State after it has submitted this Vendor Information Form. The Vendor understands and agrees that its obligation to keep the Town informed of any change in status continues up to and including the time of award of the contract and if vendor is awarded the contract, its obligation shall continue during the entire duration of the contract.

FAILURE TO COMPLETE THIS FORM OR FAILURE TO PROVIDE THE NECESSARY BACK UP INFORMATION FOR ANY QUESTION ON THIS FORM MAY RESULT IN DISQUALIFICATION.

18. **Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name and Title (Print) \_\_\_\_\_

# Insurance Requirement Sheet

EXHIBIT A

**Insurance Requirements:** Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$5,000,000 general aggregate, \$1,000,000 per occurrence including:**
- 1. **Commercial General Liability.**
  - 2. **Town as additional insured.**
  - 3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Liability (for design and other professionals for Errors and Omissions), with minimum coverage of \$2,000,000. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Other (Builder's Risk, etc.): \_\_\_\_\_.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH  
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)  
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also **mandatory**. This letter **must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER  
(LETTERHEAD)**

**(Date)**

Town of Greenwich  
Joan T. Sullivan, Director of Purchasing  
101 Field Point Road  
Greenwich, CT 06830

Re: **(Name of the Insured)**  
Town of Greenwich Contract No. XXXX

Dear Mrs. Sullivan:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

**(Signature)**

Type Name  
Authorized Representative for all companies listed in the Acord form

PERSONAL SERVICE CONTRACT

**Contract No.**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and \_\_\_\_\_ (hereinafter referred to as "Contractor"), whose principal office is located at \_\_\_\_\_, acting herein by \_\_\_\_\_ its \_\_\_\_\_, hereunto duly authorized,

**WITNESSETH:**

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Describe services to be performed:
  
2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);

Other exhibit(s) (yes/no) entitled \_\_\_\_\_ (pp. \_\_\_\_\_);

Other attachment(s) (yes/no) entitled \_\_\_\_\_ (pp. \_\_\_\_\_);

for a total number of \_\_\_\_\_ numbered pages (hereinafter collectively referred to as "Contract").

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit B. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit B evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**Witnessed by:**

\_\_\_\_\_  
\_\_\_\_\_

**THE TOWN OF GREENWICH**

By \_\_\_\_\_ L.S.

Its \_\_\_\_\_

**THE CONTRACTOR**

By \_\_\_\_\_ L.S.

Its \_\_\_\_\_

**STATUTORY SHORT FORMS OF ACKNOWLEDGMENT**

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_  
(name of person acknowledged)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**FOR A CORPORATION:**

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by \_\_\_\_\_  
name and title of officer/agent  
of \_\_\_\_\_ a \_\_\_\_\_  
name of corporation State or place of incorporation  
corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, by \_\_\_\_\_ acknowledging partner or agent partner (or agent) on behalf of \_\_\_\_\_, a partnership. name of partnership

\_\_\_\_\_  
Notary Public  
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF \_\_\_\_\_ )  
 ) ss: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, by \_\_\_\_\_ name and title of position

\_\_\_\_\_  
Notary Public  
My Commission Expires: