NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL

NHDOC 13-03-GFMED

Optometry Services

ISSUE DATE: October 26, 2012

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

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William L. Wrenn
Commissioner

Bob Mullen
Director

Request for Proposals (RFP)
Terms and Conditions

October 26, 2012

RFP Title: Optometry Services
RFP Number: NHDOC 13-03-GFMED
RFP Due Date: December 21, 2012, no later than 2:00PM, EST
RFP Service Region: Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit, Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals process. These entities are herein after known as the "Vendor," "Respondent," "Contractor" or "Bidder."

SECTION A: Terms, Conditions and Procedures for Submitting Proposals

1. Brief Description:

Attached is a Request for Proposals and Contract format to provide Optometry Services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections," or "Department"). A Contract (herein known as "Agreement") awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2013 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2016.

2. Performance Period:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2013 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2016 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Statement of Purpose:
The NH Department of Corrections is soliciting proposals for optometry services to be provided to inmate/patients incarcerated in the Department's facilities.

4. Vendor Conference: (NOT APPLICABLE)

5. Facility Tours: (NOT APPLICABLE)

6. Proposal Inquiries:
An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquires or questions.

6.1. Inquires shall be received no later than 2:00PM EST, on November 26, 2012.

6.2. Inquires received shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the bid process. No inquiries shall be accepted after 2:00PM on November 26, 2012.

6.3. All inquiries concerning this Request for Proposal shall be made in writing, either by US Mail, fax or e-mail, citing the RFP Title, RFP Number, Page, Section and Paragraph submitted to:

NH Department of Corrections
Operations Administrator
P.O. Box 1806
Concord, NH 03302-1806
Tel: (603) 271-5665
Fax: (603) 271-5639
jleeka@nhdoc.state.nh.us

7. NH Department of Corrections Response Date for Vendor Inquiries:
An official written answer to all written inquiries received, meeting the requirements found in Section Six (6), Proposal Inquires, will be posted on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html on or prior to December 7, 2012.

8. Last Date for Letter of Intent: (NOT APPLICABLE)

9. Specifications:
Vendors must submit proposals as specified. Vendors shall be notified in writing if any changes to the proposal specifications are made. Verbal agreements or instructions from any source shall not be authorized.

10. Instructions, RFP Documents, Format and Labeling of Proposal Submissions:
Prospective Vendors shall comply with instructions and conditions as specified in the Proposal and ensure sealed offers are received by the date, time and location identified herein.

10.1. Instructions:

10.1.1. Please submit **two (2) complete original** proposals, to include the Terms and Conditions pages, signed and initialed as appropriate on each page in **blue ink**. The original copies must be typed or clearly printed in **black ink**. All corrections **must be initialed** by the contract signatory;

10.1.2. In addition, submit **two (2) photocopies,** fully executed, and a fully executed PDF file of the proposal on **one (1) thumb drive;**

10.1.3. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant";

10.1.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections and the proposal shall be sent back to the prospective Vendor unopened and unevaluated;

10.1.5. Proposals **must be sealed** or they shall not be accepted;

10.1.6. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals;

10.1.7. Please use only binder clips to secure and/or separate sections of the proposals;

10.1.8. **Sealed proposals shall follow the sequence of the Proposal Check Sheet;**

10.1.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant;"

10.1.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on **December 21, 2012** to be considered; and

10.1.11. **All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents.**

10.2. Required RFP Documents: All identified documents found on the Proposal Check Sheet are required documents and shall be submitted to the NH Department of Corrections in order for a proposal to be considered complete, in addition to the following, but not limited to:

10.2.1. ***Cover Letter*** –

- Executive Summary (not to exceed 2 pages) – Briefly summarize the proposal following the proposal outline. Provide an overview of the agency (including any networks or subcontractors to be involved).
- Organizational Capability (not to exceed 5 pages) – Describe the overall mission, program and services of the organization and how they relate to the goals and priorities as described in the Exhibit A, Scope of Services, of this RFP.
  - a.) Describe the organization's experience and capability to provide the required services as described in Exhibit A, Scope of Services, and meet any or all performance measures required. This includes but not limited to: 1) its overall ability to effectively manage the requirements of the RFP; 2) the availability of qualified and experienced personnel; 3) resources offered and required for the proposed services; 4) demonstrate the agencies experience and correctional experience; and 5) training of individuals who will be working with your agency to accomplish the tasks as indicated in the RFP.
- Program Structure/Plan of Operation Narrative (cumulative response for all services not to exceed 8 pages): This narrative shall describe concisely, completely and exactly how the agency will provide the services operationally and how the program is set up to achieve the stated objectives and performance measures as indentified in the RFP.
  - a.) Describe a plan of immediate availability, recruitment and retention to include an Organizational Chart and Staff List describing the individuals

who will provide the services, to include their qualifications, professional certificates, licenses, current resume and/or job description.

b.) Describe a plan for monitoring and evaluating progress toward meeting the stated performance measures. Include a quality assurance plan and outline your agencies staff evaluation procedures.

c.) Describe the agency's proposed staffing pattern(s) of all key administrative and direct care staff who will provide the required services to meet the requirements of the Scope of Services as identified in the RFP.

d.) If a key administrative or direct care staff position is vacant at the time of submission of the response, submit a job description of the vacant position and salary range.

10.2.2. ***Financial Statements*** – Demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one (1) of the following; please check off and submit with your Proposal one of the following:

Check	Description
☐	a copy of the organization's most recent full set of financial statements
☐	a copy of the organization's audited set of financial statements from an independent CPA firm

10.2.3. ***References*** – Qualitative references shall be submitted. The Vendor shall grant the NH Department of Corrections permission to contact the reference upon submission of reference information. The Vendor shall provide the following information for each reference:

- Name and address of organization or person;
- Contact name, title, e-mail address, telephone and fax number of contact person; and
- Website address.

10.3. Order of Required RFP Documents: Please submit the required RFP documents in the order specified on the Proposal Check Sheet.

10.4. Format Requirements:

10.4.1. Font Style ……12 Point, Times New Roman

10.4.2. Line Spacing ……....One and a half

10.4.3. Headers & Footers …….....Each page shall have the organization's name, the NH Department of Corrections program title and location, in the upper right hand corner. Pages shall be numbered. Footers may be used for numbering pages and identifying sections.

10.4.4. Tabs ……Do not include section tabs

10.4.5. Binding ……...Do not bind, staple or 3-hole punch.

10.5. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope ***RFP 13-03-GFMED: Optometry Services***. Proposals shall be received (not simply post-marked) by the NH Department of Corrections, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 324, South, on the third (3rd) floor of the Main Building of the Governor Hugh J. Gallen State Office Park South Complex, 105 Pleasant Street, Concord, NH, 03301 no later than **December 21, 2012 at 2:00PM EST**, to be considered.

11. Submission Criteria:

Proposals that are not complete or unsigned will not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be notified by the NH Department of Corrections.

11.1. Partial service proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP.

11.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the Bidder will be notified by the NH Department of Corrections.

11.3. If an unsigned proposal is received in response to the RFP, the Vendor will be notified by the NH Department of Corrections.

11.4. A Bidder who has failed to sign a proposal may file a signed version of the RFP response within three (3) business days of the day the notice is issued.

11.5. The NH Department of Corrections shall not consider a proposal which remains unsigned on the fourth (4) business day after issuing notification of the unsigned proposal.

12. Document Alterations/Changes/Omissions:

It is unlawful to make any alterations to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-compliant."

13. Evaluation Criteria/Procedure:

Proposals shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposals submitted:

13.1. conform to instructions and format contained within the RFP;

13.2. are properly executed and complete; and

13.3. contain all required supporting documentation.

14. Location of Posted RFP and Other Contractual & RFP Documents:

14.1. RFP: Copies of the RFP can be downloaded from the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html; and

14.2. Other Contractual & RFP Documents: The State Long Form Contract, form P-37, version 1/09, Certificates of Authority/Vote, Comprehensive General Liability Insurance Acknowledgement Form, Alternate W-9 Form, and Administrative Rules, Rules of Conduct and Confidentiality of Information Agreement are located as a separate link at: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

15. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for the preparation of proposals is the sole responsibility of the Vendor.

16. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract.

17. Rejection of Proposals:

Proposals may be rejected at any time at the discretion of the Director of Administration if the Vendor:

17.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;

17.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;

17.3. is a non-profit/not-for-profit and fails to furnish the NH Department of Corrections with the names and addresses of the organization's Board of Directors/Members, List of Key Personnel and Salaries and/or Resumes of Key Personnel;

17.4. fails to make an oral presentation if requested by NH Department of Corrections at a time, place and in a manner satisfactory to NH Department of Corrections;

17.5. fails to reach agreement with NH Department of Corrections on any and all Contract terms; and

17.6. fails to provide proof of licenses, permits and/or certifications for the life of the Contract and any renewals thereof.

18. Remedies for "Technically Non-Compliant" Proposals:

The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:

18.1. seek clarification;

18.2. allow the Vendor to make corrections; or

18.3. apply a combination of the two (2) remedies.

19. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

19.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html. This notification will also serve as a Public Notice.

19.2. It is the Vendors sole responsibility to monitor the NH Department of Corrections website for RFP related publications to include, but not limited to: Public Notices, RFP Cancellations, Addendums, Amendments, Questions & Answers, RSAs, Court Decrees and/or ancillary documents.

19.3. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.

19.4. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.

19.5. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 35.1., the Department may postpone the Proposal Due Date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website prior to the Proposal Due Date listed in this RFP.

20. Proposal Submission:

20.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet and ensure **sealed** offers are received by the date, time and location identified herein.

20.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.

20.3. All sub-contractors, companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.

20.4. Verbal agreements or instructions from any source shall not be authorized.

21. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Proposal specifications and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

22. Collusion:

The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

23. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

24. Oral Presentation:

Prior to the determination of the award, a Vendor may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period and location designated by the NH Department of Corrections.

25. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendors awarded Contract shall become public information upon approval of the Governor and Executive Council of the State of New Hampshire.

26. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal and any resulting Contract and any renewal Contracts thereof.

27. Subcontractors:

If your organization plans to utilize subcontractors for any portion of the services identified in this RFP, please include the subcontractor information, to include the types of services or functions in which you would plan to subcontract, and a brief company profile. Said subcontractors shall meet all requirements described in this RFP. Subcontracting of services shall require prior approval by the NH Department of Corrections.

28. Change of Ownership:

In the event that the Vendor should change ownership for any reason whatsoever, the State shall have the option of continuing under the contract with the Vendor, its successors or assigns for the full remaining term of the contract, continuing under the contract with the Vendor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the contract without liability to the Vendor, its successors or assign.

29. Evaluation of Proposals and Award of Contract:

29.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.

29.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.

29.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP that have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.

29.4. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.

30. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal or for work performed prior to Contract issuance.

31. Licenses, Permits and/or Certifications:

Vendor shall ensure and maintain all the necessary licenses, permits and/or certifications required by Federal, State, County and Municipal laws, ordinances, rules and regulations for the life of the Contract and any renewals thereof. The Vendor shall notify the NH Department of Corrections immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of Contract.

32. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "*BEST AND FINAL OFFER*" from Vendors submitting acceptable and/or potentially acceptable proposals.

32.1. The "*BEST AND FINAL OFFER*" would provide Vendors the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

32.2. The "*BEST AND FINAL OFFER*" shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

33. Proposal Review and Evaluation Criteria:

33.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation will be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP. The NH Department of Corrections shall not review proposals that reduce our current functions.

33.2. The NH Department of Corrections utilizes a consensus scoring methodology to evaluate submitted proposals. Each response will be evaluated through a forum of open discussion/debate by the Evaluation Team and scored comparing the Vendor's proposal to the evaluation criteria and specifications defined in the RFP.

33.3. If an item or area of a Vendor's proposal is deemed ambiguous, the Evaluation Team may warrant the item or area as "Technically Non-Compliant." At the discretion of the NH Department of Corrections, the Department may seek clarification and suspend the evaluation until a response from the Vendor is received. Only the consensus score sheet will be used to designate the point value assigned to each proposal.

33.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. It in no way implies that a Contract will be awarded. NH Department of Corrections reserves the right to award more than one (1) Contract resulting from evaluation of proposals submitted in response to this RFP, as well as the right to reject all proposals. The NH Department of Correction's reserves the right to enter into concurrent negotiations with more than one (1) respondent. If the NH Department of Corrections enters into concurrent negotiations with more than one (1) respondent, the Contract award may be determined as a result of those negotiations.

33.5. The NH Department of Corrections will award a Contract based on the following criteria:

- 33.5.1. Total Estimated Cost;
- 33.5.2. Organizational Resources and Capability;
- 33.5.3. Program Structure/Plan of Operation;
- 33.5.4. Financial Stability; and
- 33.5.5. References.

33.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

33.7. Points assigned per category in Section 34.1., Table of Scoring Criteria, are listed in no particular weighted order.

The remainder of this page is intentionally blank.

34. Scoring of Evaluation Criteria:

34.1. Table of Scoring Criteria:

Category	Total Points Per Category
34.1.1. Total Estimated Cost: (40 Points)	40
34.1.2. Organizational Resources and Capability: (25 Points)	25
34.1.2.1. Ability to provide, meet and effectively manage the requirements and Scope of Services: (10 points) 34.1.2.2. Availability of qualified and experienced personnel: (5 points) 34.1.2.3. Organizational Resources (5 points) 34.1.2.4. Correctional Experience: (5 points)	
34.1.3. Program Structure/Plan of Operation: (20 Points)	20
34.1.3.1. Immediate Availability/Org Chart: (5 points) 34.1.3.2. Program Monitoring/Evaluation Progress (5 points) 34.1.3.3. Organizational Resources: (5 points) 34.1.3.4. Staffing Pattern: (5 points)	
34.1.4. Financial Stability: (10 Points)	10
34.1.5. References: (5 Points)	5
Total of all Categories	**100**

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor(s) is of great importance to New Hampshire Department of Corrections. A Vendor that does not score at least 7 out of 10 points, upon evaluation, in the Financial Stability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department the NH Department of Corrections shall, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State.

The remainder of this page is intentionally blank.

35. Schedule of Events (Timetable):

35.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	October 26, 2012
2	Written Inquiries Due	November 26, 2012
3	NHDOC Posts Answers to Inquiries	December 7, 2012
4	RSVP: Attend Vendor Conference	N/A
5	Vendor Conference	N/A
6	Proposals Due	December 21, 2012
7	Presentations of Selected Vendors	TBA, if required
8	Best & Final Offer	TBA, if required
9	Contract Finalization	February-April, 2013
10	Anticipated Approval by the Governor and Executive Council	May-June, 2013
11	Expected Services Start Date	July 1, 2013 or upon G&C approval, whichever is later

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 6: "Proposals Due." The Vendor's "Proposals Due" date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of New Hampshire except for the reasons as stated in section – 19.5., Terms and Conditions of this RFP. Notice of any such changes will be posted on the NH Department of Corrections website and will be entitled *Table of Events and Important Dates.*

36. Procedures for Proposal Selection and Notification:

36.1. A letter of selection will be sent to the Vendor whose submitted proposal was selected. The Scope of Services and Budget for the proposed Contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal review committee, availability of funding and conditions of the award.

36.2. The NH Department of Corrections expects to contract with one (1) Vendor to provide the needed services. The NH Department of Corrections may also require a Vendor to make appropriate linkages or partner with other agencies or providers in order to provide the necessary level of services required by this proposal.

37. Special Notes:

37.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

37.2. The NH Department of Corrections reserves the right to accept or reject any or all proposals, to waive any minor irregularities in any proposal and to cancel this RFP in whole or in part upon written or published notice of intent to do so.

37.3. The solicitation of the Request for Proposal shall not commit the NH Department of Corrections to award a Contract.

37.4. The State and/or NH Department of Corrections shall not be responsible for expenses incurred by the Vendor to maintain current licenses, certificates and/or Federal requirements, if applicable.

37.5. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

37.6. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.

PROPOSAL FOR: The provision of Optometry Services for the NH Department of Correction's (locations listed in Terms & Conditions and Exhibit A) to contract with one (1) Vendor for the breadth of the services in this RFP. Partial proposals for services of any regional area shall not be accepted.

RFP NUMBER: NHDOC 13-03-GFMED

Northern Region: Northern Correctional Facility (NCF)	Southern Region: Secure Psychiatric Unit (SPU) & Southern Correctional Facilities

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: _____
Name of Organization **(As written on the Certificate of Good Standing)**

2. ADDRESS: _____
Street Address **(Physical address of the organization - no PO Boxes)**

_____
City or Town State Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: **(Title of signatory)**_____

6. NAME OF SIGNATORY: **(Name of signatory)**_____

7. CONTACT PERSON: **(Contact person if different from signatory)**_____

8. TELEPHONE: **(Telephone number of contact person)**_____

9. E-MAIL: **(E-mail of contact person)**_____

10. FAX: **(Fax number of contact person)**_____

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original completed proposals in response to this RFP. The originals shall be signed in blue ink. These originals must be typed or clearly printed in **black ink**. All corrections shall be initialed by the contract signatory. Submit two (2) copies of the original Proposal and one (1) Thumb drive. Proposals that are not completed or unsigned may be considered "technically non-compliant." Any proposal(s) received after the deadline may be considered "technically non-responsive" and the Vendor shall be notified by the NH Department of Corrections with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be sealed or they shall not be accepted. Proposals shall not be stapled or three-hole punched. Use only binder clips to secure and separate your proposals. Vendors MUST initial the bottom right hand corner of each page of their Proposal.

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ❑ Cover Page:
  - Title of RFP;
  - RFP Number;
  - Vendors Organizational Name; and
  - Submission Date.
- ❑ Cover Letter (see criteria, section 10.2 Required RFP Documents within the RFP);
  - Executive Summary;
  - Organizational Capability; and
  - Program Structure/Plan of Operation Narrative.
- ❑ Proposal Cover Sheet (please use the previous page for this document);
- ❑ Initialed Request for Proposal, Terms and Conditions;
- ❑ Contract Form P-37, version 1/09 (P-37 Document):
  - Please fully execute: Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2;
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION SHALL BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING (ISSUED BY THE NH SECRETARY OF STATES OFFICE) TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- ❑ Initialed Exhibit A – Scope of Services;
- ❑ Initialed Exhibit B – Signature Page;
- ❑ Initialed Exhibit B – Estimated Budget/Method of Payment;
- ❑ Initialed Exhibit C – Special Provisions;
- ❑ Certificate of Good Standing **(not included herein**; **see instructions on next page);**
- ❑ Certificate of Authority (execute and submit only the one that applies to your entity): (Corporation Certificate of Authority Vote w/ Corporate Seal, Corporation Certificate of Authority Vote with Notary Seal, Partnership Certificate of Authority Vote, Sole Proprietor Certificate of Authority Vote, Limited Liability Company Certificate of Authority Vote);
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE. Certificate of Insurance
  - Note: THE NAME OF THE VENDOR'S ORGANIZATION TO INCLUDE DBA NAMES, IF APPLICABLE, AS FOUND ON THE CERTIFICATE OF GOOD STANDING, AND ADDRESS OF THE VENDORS ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- ❑ Certificate of Insurance: **(not included herein; see instructions on next page);**
- ❑ Comprehensive General Liability Insurance Acknowledgement Form – (Comprehensive General Liability Insurance Acknowledgement Form);

- ❑ Administrative Rules, Rules of Conduct and Confidentiality of Information Forms;
- ❑ List of Board of Directors and Addresses (**MANDATORY** FOR NON-PROFIT ORGANIZATIONS);
- ❑ List of Key Personnel, Salaries and Resumes (**MANDATORY** FOR NON-PROFIT ORGANIZATIONS);
- ❑ Organizational Chart;
- ❑ Resumes or Job Descriptions of all Personnel involved with administering programs;
- ❑ Alternate W-9 Form (W-9 Form Document);
- ❑ Statement of Financial Stability; and
- ❑ References.

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: http://www.nh.gov/nhdoc/business/rfp.html under the heading "*TOOLS AND RESOURCES FOR BIDDERS*." (Direct link to above document web page: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.html).

OTHER NECESSARY FORMS **(Not included on the above web page, must also be provided by the Vendor)**:

- ❑ Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Annex, Room 341, 25 Capital Street, 3rd Fl, Concord, NH 03301 or visit the Secretary of States Office in person. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. **If you wish to visit the Secretary of States Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) requested.** In the event that you need to expedite the request, you may fax the request to (603) 271-3246 (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax number. You will receive a fax of the Certificate in addition to a original mailed copy.
- ❑ Certificate of Insurance (NOT INCLUDED HEREIN, **must be provided by Vendor**): You must contact your Insurance provider and follow their process to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: P-37 Document). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 **must** be listed at the Certificate Holder on the document. Once obtained, if necessary, you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.
- ❑ The Certificate of Insurance must provide the following:
  - Shall designate the NH Department of Corrections as the Certificate Holder;
  - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302;
  - Shall designate your organizations name (to include d/b/a names if applicable) and address in the Insured section of the Certificate of Liability Insurance document;
  - Shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than $2,000,000.00 per each occurrence and $2,000,000.00 general aggregate; and
  - Shall provide proof and identify limits and expiration dates of Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employers' Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The purpose of this Request for Proposal is to provide on-site optometry services. These services shall include, but are not limited to, optometry examinations, repair of eyeglasses, parts and materials for new eyeglasses as needed for the inmates/patients of the NH Department of Corrections.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2013 or upon approval of the Governor and Executive Council of the State of New Hampshire whichever is later through 6/30/2016 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Facilities:

3.1. Location of Facilities for services to be provided is marked with an "X" below:

	Northern Region - Northern NH Correctional Facility Location		
X	Northern Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
	Southern Region - Southern NH Correctional Facility Location		
X	NH State Prison for Men (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)	281 North State Street	Concord, NH 03301
X	NH State Prison for Women (NHSP-W)	317 Mast Road	Goffstown, NH 03045

3.2. The requested services shall be provided by the Contractor to inmates/patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.

3.3. Locations may be added and/or deleted or reassigned to alternate facilities after the award of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor. The Contractor shall be obligated to continue to provide services of the NH Department of Corrections even in the event that their geographic location changes.

3.4. Partial proposals for services of any regional area shall not be accepted.

4. Provision of Optometry Services and Clinical Requirements:

4.1. It is the policy of the NH Department of Corrections to provide inmates/patients access to Optometry services.

4.2. A NH State licensed Optometrist will perform all Optometry services.

4.3. Clinics will be required for eye exams/special procedures at a minimum of fifteen (15) exams to a maximum of twenty-five (25) exams per clinic Monday-Friday on a mutually agreed time per facility.

4.4. Clinics shall be concluded when all scheduled inmates/patients have been evaluated.

The remainder of this page is intentionally blank.

Clinical Requirements per Facility					
Correctional Facility	Average Clinic per Month	Average Clinic per Quarter	Maximum Clinics per Year	Maximum Exams per Clinic	Maximum Exams per Contract Year
Northern Correctional Facility	1		12	25	300
NH State Prison for Men	2		24	22	528
NH State Prison for Women		1	4	25	100
Total Basic Exams					**928**

4.5. Total maximum exams per Contract year for the Northern Region shall be three hundred (300) exams.

4.6. Total maximum exams per Contract year for the Southern Region shall be six hundred twenty-eight (628) exams.

4.7. If a State of NH holiday occurs on the scheduled clinic night, an alternate date will be provided for that week.

4.8. The basic on-site eye exam shall include the following services:
- 4.8.1 Fundoscopic Exam of the eyes;
- 4.8.2. Slit Lamp Exam of the eyes (only when medically indicated);
- 4.8.3. Glaucoma Check-Puff Tonometer (GC-PT) (other acceptable Tonometers: Tonopen II, Goldman Aplanation Tonometer);
- 4.8.4. refraction for glasses.

4.9. An original inmate eye exam report shall be written for each exam performed, preferably written during the scheduled clinic. Those reports will be delivered to the corresponding facility Medical Records Department within one (1) week of the eye exam or sooner.

4.10. On-site special procedures shall include:
- 4.10.1. Dilated Fundus Exams (DFE);
- 4.10.2. Intraocular Pressure Check (IOP);
- 4.10.3. Complete Eye Exams (CEE, exam plus DFE);
- 4.10.4. contact lens exams based on documented medical necessity (non-cosmetic).

4.11. The NH Department of Corrections does not have or maintain optometry equipment at any facility. The Vendor(s) shall be required to provide their portable equipment including but not limited to:
- 4.11.1 portable Lensometer for accurate prescription verification and determination;
- 4.11.2. portable Tonometer for accurate pressure reading and glaucoma screening;
- 4.11.3. portable Slit Lamp for on-site Fundus/Macula evaluation;
- 4.11.4. complete Trial Lens Set (corrective curve) or phoropter or auto-refractor with supporting portable equipment for accurate acuity consideration and prescription justification;
- 4.11.5. ophthalmoscope(s) and ancillary equipment necessary to perform dilated and non-dilated fundus exams.

4.12. All recommendations for special procedures, clinics, and/or referrals to off-site Optometrists/Ophthalmologists will be fully justified and documented on the exam form. The NH Department of Corrections reserves the right to make the final determination for approving such services.

4.13. Optical services shall include but are not limited to:
- 1.4.13.1. accurate measuring for frame size, bifocal/trifocal heath and evaluation as specific medical and/or occupational needs require;
- 1.4.13.2. final fitting and adjustments of eyewear and instructions for proper usages;
- 1.4.13.3. minor repairs on-site (example: screw replacement);
- 1.4.13.4. completion of eyeglass order form (provided by the NH Department of Corrections).

4.14. The Vendor(s) to work collaboratively with the NH Department of Corrections regarding scheduling requirements and required forms used for exams, scheduling and billing.

5. Total Populations for all relevant NH Department of Corrections Facilities:

5.1. Gender Based Populations: (NOT APPLICABLE); and

5.2. Locations Based Populations: (NOT APPLICABLE).

6. Reporting Requirements:

The Vendor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections, including but not limited to:

6.1. Monthly summary of services provided by inmate/patient, and/or;

6.2. Monthly summary of services provided by facility, or regional areas, and/or;

6.3. Monthly summary of services provided by product; and/or

6.4. Any information requested that would be specific to the NH Department of Corrections inmates/patients only.

7. General Service Provisions:

7.1. Tools and Equipment: Any and all tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.

7.2. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections and with all statutes, laws, regulations and orders of the Federal, State, County or Municipal authorities that impose any obligation or duty upon the Contractor.

7.3. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to change the Contract, this provision will require Governor and Executive Council approval.

7.4. Contractor Employee Information: The Contractor shall be responsible for performing a criminal background check on all potential Contractor employees assigned by the Contractor to provide services to NH Department of Corrections patients and/or inmates. No individual convicted of a felony or misdemeanor shall be permitted to provide optometry services. Written proof of such criminal background checks shall be provided to the NH Department of Corrections upon request during the life of the Contract. The Contractor shall be responsible for providing a written certification attesting the background check was completed and meets the terms stated above. If a potential Contractor employee has a relative currently incarcerated, they may not be appointed without prior approval of the NH Department of Corrections. This policy applies for the duration of the Contract and any renewals thereof.

7.5. Licenses, Credential and Certificates: The Contractor shall ensure all Vendor employees meet the requirements of the State and shall possess the credentials, licenses and/or certificates required by law and regulation to provide the services required.

7.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.

7.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the Department for the duration of the Contract and any renewals thereof. The Contractor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.

7.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

7.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.

7.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Attention: Operations Administrator, or designee, P.O. Box 1806, Concord, NH 03302.

7.8 Contractor Liaison's Responsibilities: The Contractor's designated liaison shall be responsible for:

7.8.1. Representing the Contractor on all matters pertaining to the Contract and any renewals thereof. Such a representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract and any renewals thereof;

7.8.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;

7.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract and any renewals thereof; and

7.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

7.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract and any renewals thereof. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. The NH Department of Corrections representative shall be responsible for:

7.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the approval of the New Hampshire Governor and Executive Council, where needed;

7.9.2. Monitoring compliance with the terms of the Contract;

7.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;

7.9.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and

7.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

7.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as-needed basis according to a schedule and format to be determined by the NH Department of Corrections.

7.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:

7.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract and any renewals thereof;

7.11.2. The Operations Administrator or designee of the NH Department of Corrections may meet with the Contractor at a minimum of twice (2) a year to assess the performance of the Contractor relative to the Contractor's compliance with the Contract;

7.11.3. Request additional reports and/or reviews that the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;

7.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for the Contractor to complete corrective actions within fourteen (14) days;

7.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:

7.11.5.1. Not in compliance with the terms of the Contract;

7.11.5.2. If satisfactory corrective action in 7.11.4. is not achieved; and

7.11.5.3 Terminate the Contract as otherwise permitted by law.

8. Other Contract Provisions:

8.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.

8.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:

8.1.1.1. Not in compliance with the terms of the Contract, or;

8.1.1.2. As otherwise permitted by law or as stipulated within this Contract.

8.2. Coordination of Efforts: The Contractor shall fully coordinate the activities to the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the NH Department of Corrections as requested by the Department throughout the effective period of the Contract.

9. Bankruptcy or Insolvency Proceeding Notification:

9.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.

9.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

10. Embodiment of the Contract:

10.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:

10.1.1. Request for Proposal (RFP) and any amendments thereto;

10.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

10.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.

10.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 10.1.3. shall govern.

10.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

11. Cancellation of Contract:

11.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.

11.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

11.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

11.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

12. Contractor Transition:

NH Department of Corrections, at its discretion, to any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

13. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of a Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

14. Additional Items/Locations:

Upon agreement of both parties, additional equipment, if applicable, and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

15. Information:

15.1. In performing its obligations under the Contract, the Contractor may gain access to inmate/patient information, including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

15.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient that becomes available to the Contractor in connection with its performance under the Contract.

15.3. In the event of unauthorized use or disclosure of the inmate/patient information, the Contractor shall immediately notify the NH Department of Corrections.

15.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15.5. All financial, statistical, personnel and/or technical data supplied by the NH Department of Corrections to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employment, will be considered a violation of this Contract and may result in Contract termination.

16. Public Records:

NH RSA 91-A, guarantees every person access to all public records. This RSA provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

17. Contractor Personnel:

17.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

17.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

18. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

19. Special Notes:

19.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

19.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.

19.3. Locations may be added and/or deleted or reassigned to alternate facilities after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.

19.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:

19.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

19.4.2. Secure the Contractor's written agreement to the proposed changes.

19.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

The remainder of this page is intentionally blank.

SECTION C: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page

The Vendor proposes to provide Optometry Services for the New Hampshire Department of Corrections (NHDOC) inmates/patients in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P/37, section 1.7 - Completion Date.

_____

AUTHORIZED SIGNATURE DATE

_____

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a "*BEST AND FINAL OFFER*" from vendors submitting acceptable and/or potentially acceptable proposals. The "*BEST AND FINAL OFFER*" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

2. Fee Schedule:

2.1. Fee Schedule for Optometry Exams and Material/Supplies (product)

Fee Schedule: NHDOC 13-03-GFMED

Name of Bidder: _____

Section A: Services *Unit Cost

Basic Eye Exam	$
Dilated Fundus Exam	$
Intraocular Pressure Check (follow up only)	$
Contact Lens Exam	$

Section B: Material/Supplies (Product)

State Frame & Soft Case (plastic, prison-safe)	$
Single Vision Lens (plastic)	$
Bifocal Lens (plastic)	$
Trifocal Lens (plastic)	$
Reading Frame/Lens (plastic, medically indicated, prison safe)	$
Photo-Gray Lens (medically indicated)	$
Repair Cost for State Frames **	$
Poly Single Vision Upgrade (medically indicated)	$
Poly Bifocal Vision Upgrade (medically indicated)	$
Lens Tint (medically indicated)	$
UV Related Bridge-Clip Mounted Sun Clips ***	$
Soft Eye Glass Cases ***	$
Contact Lenses (medically indicated)	$

* Use these unit costs to calculate Estimated Budget

** When NHDOC is responsible

***To be stocked in the Canteen for inmate purchase

3. Estimated Budget:

3.1. Northern Region as described in Exhibit A, 1.3. NHDOC 13-03-GFMED

Name of Bidder: _____

Section A: Services

	Amount of Estimated Exams	Unit Cost	Extended Cost (Amount of Est. Exams x Unit Costs)
Basic Eye Exams	300	$	$
Dilated Fundus Exams	81 (27% of 300 exams)	$	$
Intraocular Pressure Check (GC-PT)	15 (5% of 300 exams)	$	$
Contact Lens Exam	3 (1% of 300 exams)	$	$
Subtotal: Services			$

Section B: Materials/Supplies

State Frame/Soft Case (plastic, prison safe)	300	$	$
Single Vision Lens (plastic)	198 (66% of 300 exams)	$	$
Bifocal Lens (plastic)	99 (33% of 300 exams)	$	$
Trifocal Lens (plastic)	3 (1% of 300 exams)	$	$
Reading Frames/Lens/Soft Case (plastic, medically indicated, prison safe)	30 (10% of 300 exams)	$	$
Photo-Gray Lens (medically indicated)	30 (10% of 300 exams)	$	$
Repair Cost for State Frames **	30 (10% of 300 exams)	$	$
Poly Single Vision Upgrade (medically indicated)	6 (2% of 300 exams)	$	$
Poly Bifocal Vision Upgrade (medically indicated)	6 (2% of 300 exams)	$	$
Lens Tint (medically indicated)	45 (15% of 300 exams)	$	$
UV Related Bridge-Clip Mounted Sun Clip ***	77	$	$
Soft Eye Glass Case ***	77	$	$
Contact Lenses (medically indicated)	3 (1% of 300 exams)	$	$
Subtotal: Materials/Supplies			$

Total: Services and Materials/Supplies (Add Subtotals of Section A & B) $

Grandtotal: Total of Services and Materials/Supplies (above) x 2 (yrs) **$**

** When NHDOC is responsible

*** To be stocked in the Canteen for inmate purchase

3. Estimated Budget Continued:

3.2. Southern Region as described in Exhibit A, 1.3. NHDOC 13-03-GFMED

Name of Bidder: _____

Section A: Services

	Amount of Estimated Exams	Unit Cost	Extended Cost (Amount of Est. Exams x Unit Costs)
Basic Eye Exams	628	$	$
Dilated Fundus Exams	100 (16% of 628 exams)	$	$
Intraocular Pressure Check (GC-PT)	44 (7% of 628 exams)	$	$
Contact Lens Exam	6 (1% of 628 exams)	$	$
Subtotal: Services			$

Section B: Materials/Supplies

State Frame/Soft Case (plastic, prison safe)	628	$	$
Single Vision Lens (plastic)	496 (79% of 628 exams)	$	$
Bifocal Lens (plastic)	126 (20% of 628 exams)	$	$
Trifocal Lens (plastic)	6 (1% of 628 exams)	$	$
Reading Frames/Lens/Soft Case (plastic, medically indicated, prison safe)	63 (10% of 628 exams)	$	$
Photo-Gray Lens (medically indicated)	63 (10% of 628 exams)	$	$
Repair Cost for State Frames **	63 (10% of 628 exams)	$	$
Poly Single Vision Upgrade (medicaly indicated)	13 (2% of 628 exams)	$	$
Poly Bifocal Vision Upgrade (medically indicated)	13 (2% of 628 exams)	$	$
Lens Tint (medicaly indicated)	38 (6% of 628 exams)	$	$
UV Related Bridge-Clip Mounted Sun Clips ***	280	$	$
Soft Eye Glass Cases ***	280	$	$
Contact Lenses (medically indicated)	6 (1% of 628 exams)	$	$
Subtotal: Materials/Supplies			$

Total: Services and Materials/Supplies (Add Subtotals of Section A & B) $

Grandtotal: Total of Services and Materials/Supplies (above) x 2 (yrs) **$**

**When NHDOC is resposible

*** To be stocked in the Canteen for inmate purchase

3. Method of Payment:

3.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.

3.2. Original invoices shall be sent to the NH Department of Corrections, Financial Services, or designee, P.O. Box 1806, Concord, NH 03302 for approval. The "Bill To" address on the invoice shall be: NH Department of Corrections, P.O. Box 1806, Concord, NH 03302-1806.

3.3. Once approved by the Division of Medical & Forensic Services, the original invoices shall be forwarded to the Department's Bureau of Financial Services for processing and issuance of payment.

3.4. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.

3.5. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of an approved invoice. Invoices shall be itemized by facility and contain the following information:

3.5.1. facility, examination date;
3.5.2. quantity of examination type and examination code;
3.5.3. description of services and/or product to be delivered;
3.5.4. itemized service/product total charge per service/product type.

3.6. <u>Payments:</u>

3.6.1. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

3.7. <u>Vendor Errors:</u>

1.7.1. Vendor errors resulting in service and/or product charge shall be at the expense of the Vendor to include:

1.7.1.1. re-exams;
1.7.1.2. changes in prescription;
1.7.1.3. eye glass adjustments;
1.7.1.4. re-makes due to Optometrist error;
1.7.1.5. shipping and handling charges;
1.7.1.6. any related travel expenses for Vendor(s) personnel to facilities.

3.8. The Contractor shall follow the State's Fiscal Year Calendar for budgeting purpose. Year One (1) shall end on June 30, 2014.

4. Appropriation of Funding

4.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty of termination costs if such funds are not fully appropriated.

4.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit the NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.

4.1.2. The requirements stated in this paragraph shall apply to any amendments, thereof, or the execution of any option to extend the Contract.

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Section D: Special Provisions, Exhibit C

1. Special Provisions:

1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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