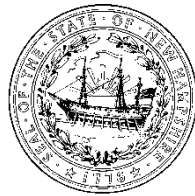


NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS

REQUEST FOR PROPOSAL



NHDOC RFP 18-09-GFMED

Optometry Services

ISSUE DATE: April 13, 2018

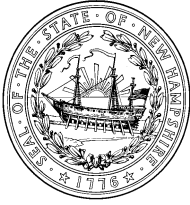
CLOSING DATE: May 11, 2018

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL & FORENSIC
SERVICES

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

Helen M. Hanks
Commissioner

Paula L. Mattis
Director

**Request for Proposal (RFP)
Terms and Conditions**

April 13, 2018

RFP Title: Optometry Services

RFP Number: NHDOC 18-09-GFMED

RFP Due Date: May 11, 2018, **no later than 2:00PM, EST**

RFP Service Facility Locations: Northern NH Correctional Facility (NCF) Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU) and NH Correctional Facility for Women (NHCF-W), Concord, 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 Proposal and Contract format to provide Optometry Services for the New Hampshire Department of Corrections (herein known as the "NHDOC," "State," "Corrections," or "Department").

2. Performance Period:

Contract(s) awarded by the Governor and Executive Council on behalf of the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 7/1/2018 or upon approval of the Governor and Executive Council (G&C) whichever is later through 6/30/2021 with an option to renew for (1) one 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.

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3. Statement of Purpose:

The purpose of this request for proposal is to seek Optometry Services for the patient population housed in the Department's facilities. The Vendor shall provide optometry visual services in accordance with Medical Standards of Care and national standards. Services shall include primary eye and vision care for the diagnosis, visual treatment and prevention of associated disorders for the improvement of vision by the prescription of eyeglasses.

4. 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 inquiries or questions.

- 4.1. Inquires shall be received no later than **2:00PM EST on April 20, 2018.**
- 4.2. 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 **April 20, 2018.**
- 4.3. 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
Director of Medical & Forensic Services
P.O. Box 1806
Concord, NH 03302-1806
Tel: (603) 271-5665
Fax: 1-888-908-6609
Joyce.Leeka@doc.nh.gov

- 4.4. Vendors are encouraged to submit questions via e-mail, however the State assumes no liability for assuring accurate/complete e-mail transmission/receipt and is not responsible to acknowledge receipt.
- 4.5. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP by an instrument of an Addendum on its own initiative or in response to issues raised by inquires, as it deems appropriate.

5. NH Department of Corrections Response Date for Vendor Inquiries:

An official written answer to all written inquiries received meeting the requirements found in Section Four (4), Proposal Inquires, will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on, or, prior to **April 27, 2018.**

6. 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.

7. 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.

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- 7.1. **Instructions:** Submit **two (2) original** and complete Proposals, to include: Cover Page, Cover Letter, Initialed Terms and Conditions, Proposal Cover Sheet, P-37 (v. 5/8/15), Initialed Exhibit A, B & C, Certificate of Good Standing, Certificate of Authority/Vote and Certificate of Insurance; Comprehensive General Liability Insurance Acknowledgment Form; Administrative Rules, Rules of Conduct and Confidentiality of Information Forms; PREA Acknowledgment Form; and Health Insurance Portability and Accountability Act (HIPAA) Form are located as a separate link on the NHDOC website http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm; List of Board of Directors and Address (*mandatory for Non-Profit organizations and redact all personal information*), List of Key Personnel and Salaries (*mandatory for Non-Profit organizations and redact all personal information*), Resumes (*mandatory for Non-Profit organizations and redact all personal information*); Professional Licenses and/or Certifications of professional staff providing the requested services; Sample Reports; Alternate W-9 Registration https://das.nh.gov/purchasing/vendor_registration; Submission of Financial Statements; Qualitative References; Non-Disclosure of Right To Know Letter (if applicable); Glossary of Terms and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**. The original copies **shall** be typed or clearly printed in **black ink**. The contract signatory must initial all corrections.
- 7.1.1. In addition, submit **one (1) executed PDF file of the proposal on a thumb drive**.
- 7.1.2. Proposals **must be sealed** or they shall not be accepted.
- 7.1.3. **Do not staple** any part of the proposals. **Do not use three (3) ring binders** for any part of the proposals.
- 7.1.4. Please use only binder clips to secure and/or separate sections of the proposals.
- 7.1.5. **Sealed proposals shall follow the sequence of the Proposal Check Sheet.**
- 7.1.6. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM EST on **May 11, 2018** to be considered.
- 7.1.7. All corrections shall be initialed by the prospective contract signatory; correction tape or white out shall not be used on any Contract documents or submitted RFP documents.
- 7.1.8. Headers and Footers shall not be modified of the original text to include reference of the Vendor's organizational name and renumbering of pages.
- 7.2. **Technically Non-Compliant:**
- 7.2.1. Proposals that are not complete (omission of requested proposal documents) or unsigned shall be considered "technically non-compliant";
- 7.2.2. Absence of any documentation identified in the Proposal Check Sheet shall be considered "technically non-compliant";
- 7.2.3. Proposals that may be deemed ambiguous to the NH Department of Corrections during the evaluation process.
- 7.3. **Technically Non-Responsive:**
- 7.3.1. Proposals received after the deadline shall be considered "technically non-responsive." If a proposal is received after the deadline, the NH Department of Corrections may notify the Vendor and may send the proposal back to the prospective Vendor unopened and unevaluated.
- 7.3.2. If a partial service proposal is received, it shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Bidder.

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- 7.3.3. If a partial service proposal is received, it shall be considered “technically non-responsive” and the NH Department of Corrections may notify the Bidder.
- 7.3.4. Submission of Dun & Bradstreet Business Information Reports, Dun & Bradstreet Rating Reports or any similar business risk reports, Financial Reference Letters from Bank Institutions and/or non-sole proprietorship entities submitting federal tax returns (option # 3) in lieu of the submission of Financial Statements requirements set forth in the Terms and Conditions, paragraph 7, [Instructions, RFP Documents, Format and Labeling of Proposal Submissions](#); 7.4.3., [Submission Financial Statements](#) shall be deemed “technically non-responsive”.
- 7.3.5. Any alterations to the text or format of the RFP, addendum or attachment to this document; and
- 7.3.6. RFP responses not adhering to the format requirements, sub-paragraph 7.6 [Format Requirements, 7.6.6. – 7.6.13.](#), shall be deemed “technically non-responsive”.
- 7.4. **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:
- 7.4.1. **Cover Page** – Title of RFP; RFP Number; Vendor’s Organizational Name and Submission Date.
- 7.4.2. **Cover Letter** – Executive Summary, Organizational Capability and Program Structure/Plan of Operation:
- **Executive Summary** (not to exceed 3 pages) – Briefly summarize an overview of the organization, history, (including any networks or subcontractors to be involved) to include type of current optometry services being provided and length of time the organization has been in operation.
 - **Organizational Capability** (not to exceed 5 pages) – Describe the overall mission and services of the organization and how they relate to the goals and priorities as described in [SECTION D: Scope of Services, Exhibit A](#).
 - i. Describe the organization’s experience and capability to meet the goals, objectives and priorities of the required services as described in [SECTION D: Scope of Services, Exhibit A](#). This shall include: a) its overall capability and availability to perform the required services; b) qualified and experienced personnel; c) resources offered to perform the proposed services; d) demonstrate the organization's and correctional experience; e) training of individuals who will be working with your organization to accomplish the tasks as indicated in the RFP.
 - **Program Structure/Plan of Operation** (not to exceed 7 pages) – Describe the program structure/plan of operation to provide services as specified in [SECTION D: Scope of Services, Exhibit A](#).
 - i. At a minimum, this section shall demonstrate: a) Describe a plan of immediate availability, recruitment and retention to include an Organizational Chart and Staff List describing who will provide services, to include their qualifications, professional certificates, licenses, current resume and/or job description; b) describe the organization'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 as described in [SECTION D: Scope of Services, Exhibit A](#); c) immediate availability on how the organization could cooperate with other entities to provide a thirty (30) day transition without a break in service.

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7.4.3. **Submission of 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 *shall* include one (1) of the following; please check off one (1) of boxes below submitted with your Proposal:

Check	Description
Option 1 <input type="checkbox"/>	a copy of the organization’s most recent full set of financial statements
Option 2 <input type="checkbox"/>	a copy of the organization’s audited set of financial statements from an independent Certified Public Accountant (CPA) firm
Option 3 <input type="checkbox"/>	a copy of the sole proprietorship’s most recent set of Income Statements, Statement or Owner’s Capital and Balance Sheets or federal income tax returns

7.4.4. **Qualitative References** – Qualitative references shall be submitted. Please provide a list of references comprising of current and former clients, organizations, and/or agencies (city, state and/or federal) from the past two (2) years providing similar optometry services. From this list the Vendor shall submit a mixture of written and contactable references with a minimum of two (2) written references to be from executive management level. The Vendor shall grant the NH Department of Corrections permission to contact the written and contactable references upon submission of reference information. Please provide the following information for each reference:

- Name and address of organization;
- Name, title, e-mail address and telephone number of the contact person;
- Website address; and
- Performance period.

7.5. **Order of Required RFP Documents:** Please submit the required RFP documents in the order specified in the Proposal Check Sheet, [SECTION C: Proposal Check Sheet](#)

7.6. **Proposal Format Requirements:**

7.6.1.	Front Style	.....	12 Point, Times New Roman
7.6.2.	Line Spacing	.....	One and a half
7.6.3.	Text Justification	.....	Flush left
7.6.4.	Margins	.....	One inch all around
7.6.5.	Tabs	.....	Do not include section tabs
7.6.6.	Binding	.....	Do not bind, staple or 3-hole punch
7.6.7.	Header/Footer	.....	Do not alter current headers & footers
7.6.8.	Signatures/Initials	.....	ORIGINAL (handwritten) and in BLUE ink; No computer generated initials
7.6.9.	Executed forms by Vendor	.....	ORIGINAL Forms (no photo copies) executed in BLUE ink
7.6.10.	Single Sided	.....	Do not double side pages
7.6.11.	Vendor Text	.....	Do not alter Terms and Conditions and Exhibits A, B & C to add Vendor specific information
7.6.12.	Black Ink/Graphics	Responses shall use BLACK ink <u>ONLY</u> ; NO COLOR graphics
7.6.13.	Sealed Bids	Bids shall be sealed

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- 7.7. Labeling and Addressing Proposal: Please clearly mark the outside of your envelope **RFP 18-09-GFMED Optometry Services**. Proposals must be received (not simply post-marked) by the NH Department of Corrections, Financial Services, Contract Administrator, P.O. Box 1806, Concord, NH 03302-1806 or hand delivered to Room 322, 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 **May 11, 2018 at 2:00PM EST**, to be considered.
- 7.7.1. For **overnight carrier delivery**, the Vendor shall address the overnight carrier label as such: NH Department of Corrections, Contract Administrator, 105 Pleasant Street, Room 322, Main Building, Concord, NH 03301, referencing telephone extension 603-271-7602.
- 7.7.2. A successful Request for Proposal requires much planning. The Main Building at 105 Pleasant Street is a secured facility. Be aware that overnight carrier staff can't enter the facility freely. Please allow sufficient time for shipping. Vendors shall assume all risk for carrier deliveries not meeting the RFP deadline date and time.

8. Submission Criteria:

Proposals that are not complete or unsigned shall be considered "technically non-compliant." Any proposal received after the deadline shall be considered "technically non-responsive" and not evaluated.

- 8.1. Partial proposals shall not be accepted. All proposals shall be submitted for the full scope of services being requested within the RFP. If a partial service proposal is received, it shall be considered "technically non-responsive" and the Bidder may be notified by the NH Department of Corrections.
- 8.2. Submission of Dun & Bradstreet Business Information Reports, Dun & Bradstreet Rating Reports or any similar business risk reports, Financial Reference Letters from Bank Institutions and/or non-sole proprietorship entities submitting federal tax returns (option # 3) in lieu of the submission of Financial Statements requirements set forth in the Terms and Conditions, [paragraph 7, Instructions, RFP Documents, Format and Labeling of Proposal Submissions](#); [7.4.3., Submission of Financial Statements](#) shall be deemed "technically non-responsive".
- 8.3. Any alterations to the text or format of the RFP, addendum or attachment to this document shall be considered "technically non-responsive";
- 8.4. RFP responses not adhering to the format requirements, sub-paragraph [7.6 Format Requirements, 7.6.6. – 7.6.13.](#), shall be deemed "technically non-responsive".
- 8.5. If an unsigned proposal is received in response to the RFP, the Bidder will be notified by the NH Department of Corrections and shall be considered "technically non-compliant".
- 8.6. 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.
- 8.7. The NH Department of Corrections shall not consider a proposal which remains unsigned and not received on the fourth (4) business day after issuing notification of the unsigned proposal.

9. 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 Proposal Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP and signifies that no alterations have

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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-responsive.”

10. 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:

- 10.1. Conform to instructions and format contained within the RFP;
- 10.2. Is properly executed and complete; and
- 10.3. Contains all required supporting documentation.

11. Other Contractual Documents Provided by the NH Department of Corrections:

The State Long Form Contract, form P-37 (v. 5/8/15); Certificates of Authority/Vote; Comprehensive General Liability Insurance Acknowledgement Form; Administrative Rules, Rules of Conduct, Confidentiality of Information Agreement, PREA Acknowledgement Form and Health Insurance Portability and Accountability Act (HIPAA) Form shall be applicable for the requested contracted activities and are located as a separate link on the NH Department of Corrections website: http://www.nh.gov/nhd/doc/business/rfp_bidding_tools.htm.

12. 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.

13. Financial Commitment:

- 13.1. Issuance of this RFP and receipt of proposals does not commit the NH Department of Corrections to a contract award.
- 13.2. Financial commitment by the NH Department of Corrections shall not occur until the Governor and the Executive Council of the State of New Hampshire approve a contract.
- 13.3. Financial responsibility for the preparation of proposals is the sole responsibility and risk of the Bidder. The NH Department of Corrections shall not be liable for pre-contractual expenses incurred by a Bidder in the preparation of its proposal and Bidders shall not include any such expenses in their offers.

14. Rejection of Proposals:

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

- 14.1. Has any interest that shall, in the sole discretion of the NH Department of Corrections, conflict with performance of services for the State to include “Technically Non-Responsive Proposals”;
- 14.2. Fails to demonstrate to the satisfaction of the NH Department of Corrections that it is in sound financial condition;
- 14.3. If a non-profit/not-for-profit 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 (***redact all personal information pertaining to these requirements***);
- 14.4. Fails to make an oral presentation if requested by the NH Department of Corrections at a time, place and in a manner satisfactory to the NH Department of Corrections; and
- 14.5. Fails to reach an agreement with the NH Department of Corrections on any and all Contract terms.

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15. 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:

- 15.1. Seek clarification;
- 15.2. Allow the Vendor to make corrections; or
- 15.3. Apply a combination of the two (2) remedies.

16. Addendum(s) or Withdrawal of the RFP:

- 16.1. If the NH Department of Corrections decides to amend or clarify any part of this RFP, a written addendum 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.
- 16.2. It is the Vendor’s 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, Questions & Answers, RSAs, Court Decrees and/or ancillary documents.
- 16.3. 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.
- 16.4. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 16.5. 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 32.1., 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 with the RFP prior to the Proposal Due Date listed in this RFP.

17. Proposal Submission:

- 17.1. 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.
- 17.2. Vendors should be cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.
- 17.3. All companies, producers, agents or underwriters submitting Proposals are construed to have agreed to all conditions set forth in the RFP.
- 17.4. Verbal agreements or instructions from any source shall not be authorized.

18. 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.

19. 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.

20. 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.

21. 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 designated by the NH Department of Corrections.

22. 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.

23. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their submitted proposal, any resulting Contract and any renewal Contracts thereof. The Vendor shall be responsible for and agree to be bound by the provisions set forth to include, but not limited to: all NH Department of Corrections Administrative Rules, Rules of Conduct and Confidentiality of Information, Policies, Procedures and Directives (PPD's), Prison Rape Elimination Act (PREA) of 2003, Health Insurance Portability and Accountability Act (HIPAA), State RSA's and any applicable Federal regulations.

24. 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.

25. 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.

26. Evaluation of Proposals and Award of Contract:

- 26.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the Governor and Executive Council to award a Contract based upon the evaluation criteria established by the NH Department of Corrections.
- 26.2. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.
- 26.3. The NH Department of Corrections, may, upon determining that no satisfactory responses to this RFP have been received for these services, negotiate with a successful applicant for

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a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.

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

27. 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.

28. 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 at the inception of the Contract and 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.

29. 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* (BAFO) from Vendors submitting acceptable and/or potentially acceptable proposals.

- 29.1. 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.
- 29.2. 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 NH 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.

30. Proposal Review and Evaluation Criteria:

- 30.1. 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.
- 30.2. 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 committee and scored comparing the Vendor’s proposal to the evaluation criteria and specifications defined in the RFP. Only the consensus score sheet will be used to designate point values and pass/fail assignments to each proposal.
- 30.3. 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.

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- 30.4. The scoring of proposals establishes a reference point from which to make negotiation decisions. NH Department of Corrections reserves the right to enter into concurrent negotiations with more than one (1) respondent. If concurrent negotiations with more than one (1) respondent are required, a Contract award may result from those negotiations, but does not imply that a Contract will be awarded. The Governor and Executive Council reserves the right to award more than one (1) Contract resulting from the evaluation process by the NH Department of Corrections from the proposal submitted in response to this RFP, as well as the right to reject all proposals.
- 30.5. The NH Department of Corrections will evaluate accepted proposals based on the following:
 - 30.5.1. Total Estimated Cost;
 - 30.5.2. Organizational Capability;
 - 30.5.3. Structure/Plan of Operation; and
 - 30.5.4. Qualitative References.
- 30.6. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.
- 30.7. Points and pass/fail assigned per category in Section 31.1., Table of Scoring Criteria, are listed in no particular weighted order.

31. Scoring of Evaluation Criteria:

31.1. Table of Scoring Criteria:

Category	Total Points Per Category
31.1.1. Total Estimated Cost: (50 Points)	50
31.1.2. Organizational Capability: (30 Points)	30
31.1.2.1. Capability and availability to provide, meet and effectively manage the requirements and Scope of Services (10 points) 31.1.2.2. Qualified and experienced personnel: (10 points) 31.1.2.3. Organizational Resources: (5 points) 31.1.2.4. Correctional Experience: (5 points)	
31.1.3. Program Structure/Plan of Operation: (20 Points)	20
31.1.3.1. Immediate availability, recruitment and retention: (10 points) 31.1.3.2. Proposed staffing pattern and key personnel providing direct care : (5 points) 31.1.3.3. Immediate availability to meet a thirty (30) day transition: (5 points)	
31.1.4. Qualitative References: (Pass/Fail)	Pass/Fail
Total of all Categories	100

The remainder of this page is intentionally blank.

32. Schedule of Events (Timetable):

32.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	April 13, 2018
2	Written Inquiries Due	April 20, 2018
3	NHDOC Posts Answers to Inquiries	April 27, 2018
4	Proposals Due	May 11, 2018
5	Presentations of Selected Vendors	TBD, if required
6	Best & Final Offer	TBD, if required
7	Contract Finalization	June, 2018
8	Anticipated Approval by the Governor and Executive Council	Upon G&C Approval
9	Expected Services Start Date	July 1, 2018 or upon G&C approval whichever is later

Note: The NH Department of Corrections, with the exception of Event # 4: “Proposals Due”, may alter the above Table of Events and Important Dates at any time. 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 – 16.5., 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*.

33. Procedures for Proposal Selection and Notification:

- 33.1. A letter of selection may be sent to the Vendor(s) who submitted proposals that may be selected. The Scope of Services and Budget for a proposed contract may be negotiated based upon the merit of the proposal, as evaluated by the proposal evaluation committee, availability of funding and conditions of the award.
- 33.2. 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, collaborate with other agencies or providers in order to provide the necessary level of services required by this proposal.

34. Prison Rape Elimination Act (PREA) of 2003:

Vendor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

35. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Vendor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD’s) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

36. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may

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be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>.

In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>.

If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

37. Special Notes:

- 37.1. The headings and footings to 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. Financial responsibility for preparation of proposals shall be the sole responsibility and risk of the Vendor.

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- 37.5. The successful Vendor, and/or sub vendors, shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, resulting Contract and any renewals thereof.
- 37.6. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 37.7. 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:
 - 37.7.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 37.7.2. Secure the Contractor's written agreement to the proposed changes.
- 37.8. 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.
- 37.9. Vendor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 37.10. Vendor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 37.11. Vendor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION B: Proposal Cover Sheet

PROPOSAL FOR: The provision of Optometry Services for the NH Department of Corrections (locations listed in the Terms and Conditions and Scope of Services, Exhibit A) to contract with one (1) Vendor for the breadth of services requested in this RFP. Partial proposals of services for any Correctional Facility location shall not be accepted.

RFP NUMBER: NHDOC 18-09-GFMED

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 and requested services of the Scope of Services and Method of Payment 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) _____

11. URL: _____

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SECTION C: Proposal Check Sheet

FORMAT FOR SUBMISSION: Vendors shall submit two (2) original and 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 one (1) thumb drive of the completed original Proposal. Proposals that are not completed or unsigned shall be considered “technically non-compliant.” Any proposal(s) received after the deadline shall be considered "technically non-responsive" and the NH Department of Corrections may notify the Vendor 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, Terms and Conditions, Paragraph 7 Instructions, RFP Documents, Format and Labeling of Proposal Submissions:

- Cover Page:
 - Title of RFP;
 - RFP Number;
 - Vendor’s Organizational Name; and
 - Submission Date.
- Cover Letter:
 - Executive Summary;
 - Organizational Capability and
 - Program Structure/Plan of Operation Narrative
- Initialed Terms and Conditions.
- Proposal Cover Sheet, p. 15.
- Contract Form P-37 (v. 5/8/15) http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm:
 - 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; and
 - 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, p. 19-28.
- Initialed Exhibit B – Estimated Budget/Method of Payment:
 - Signature Page, p. 29;
 - Optometry Fee Structure, p. 30;
 - Northern Region Estimated Budget, p. 31;
 - Southern Region Estimated Budget, p. 32; and
 - Method of Payment/Appropriation of Funds, p. 33.
- Initialed Exhibit C – Special Provisions, p. 34.
- Glossary of Terms, p. 35-36
- Certificate of Good Standing (**not included herein; see instructions on next page**).
- Certificate of Authority/Vote (execute and submit only the one that applies to your entity). http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm:
 - [2015 Certificate of Authority Vote #1 - Corp or LLC \(Non-specific\)](#);
 - [2015 Certificate of Authority Vote #2 - Corp or LLC \(Specific\)](#);
 - [2015 Certificate of Authority Vote #3 - Corp General or Limited Partnership](#);
 - [2015 Certificate of Authority Vote #4 - Limited Partnership or LLC with Manager](#);
 - [2015 Certificate of Authority Vote #5 - Sole Proprietor](#); and

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- [2015 Certificate of Authority Vote #5 - Sole Proprietor](#); and
- [Limited Liability Company \(LLC\) with Member or Manager](#) .
- Note: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY/VOTE AS FOUND ON THE CERTIFICATE OF GOOD STANDING TO INCLUDE D/B/A NAMES OF THE ORGANIZATION, IF APPLICABLE.
- Certificate of Insurance (not included herein; see instructions on next page):
 - 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 VENDOR'S ORGANIZATION MUST BE IDENTIFIED IN THE INSURED SECTION OF THE CERTIFICATE OF LIABILITY INSURANCE DOCUMENT.
- Comprehensive General Liability Insurance Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Administrative Rules, Rules of Conduct and Confidentiality of Information Forms, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- PREA Acknowledgement Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm;
- Health Insurance Portability and Accountability Act (HIPAA) Form, http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
- List if Board of Directors and Address (*mandatory for Non-Profit organizations and redact all personal information*);
- List of Key Personnel and Salaries (*mandatory for Non-Profit organizations and redact all personal information*);
- Resumes (*mandatory for Non-Profit organizations and redact all personal information*);
- Professional Licenses and/or Certifications of professional staff providing the requested services;
- Sample Reports;
- Alternate W-9 Registration <https://das.nh.gov/purchasing/vendorregistration>;
- Submission of Financial Statements (*Terms & Conditions, paragraph 7, Instructions, RFP Documents, Format and Labeling of Proposal Submissions:, 7.4.3., Submission of Financial Statements*);
- Qualitative References;
- Non-Disclosure of Right to Know Information Letter to State Agency, if applicable please refer to **SECTION D: Scope of Services, Exhibit A, Section 15., Public Records**; and

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 "*DOING BUSINESS, RFP RESOURCES.*" (Direct link to above document web page: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm).

OTHER NECESSARY FORMS (Not included on the above web page):

- Certificate of Good Standing (NOT INCLUDED HEREIN, **must be provided by Vendor**): In order to obtain a Certificate, a potential Vendor can contact, in writing, the NH Secretary of State's Office, Corporate Division, State House Annex, Room 317, 25 Capital Street, 3rd Floor, Concord, NH 03301; call the Corporate Division at 603-271-3246; visit the Secretary of State's Office in person; or utilize their website http://sos.nh.gov/corp_div.aspx. 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 State's Office in person and pay in cash, you must bring exact change for each Certificate of Good Standing document(s) and or filings requested, or you may use either Visa or MasterCard as a method of payment.** 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 an original mailed copy.

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- ❑ 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 (P-37, v. 5/8/15)**. The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 must be listed at the Certificate Holder on the document.
- ❑ The Certificate of Insurance must provide the following:
 - Shall designate the State of New Hampshire, NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holders address as: P.O. Box 1806, Concord, NH 03302-1806;
 - 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 \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate; and
 - Shall provide proof and identify limits and expiration dates of General Liability Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).
- ❑ The Vendor Alternate W-9 Form (NOT INCLUDED HEREIN). The Vendor shall complete their Vendor Registration process on-line through the link provided above which will direct a potential Vendor to the State of NH Vendor Registration site. A Vendor should submit proof of their submission within their proposal. Please follow the instructions provided.

The remainder of this page is intentionally blank.

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The purpose of this request for proposal is to seek Optometry Services for the patient population housed in the Department’s facilities. The Contractor shall provide optometry visual services in accordance with Medical Standards of Care and national standards. Services shall include primary eye and vision care for the diagnosis, visual treatment and prevention of associated disorders for the improvement of vision by the prescription of eyeglasses.

2. Terms of Contract:

A Contract awarded by the Governor and Executive Council (G&C) through the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2018 upon approval of Governor and Executive Council whichever is later through June 30, 2021, 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. Service Locations:

3.1. The Contractor shall provide Optometry Services for the patient population that are under the Department’s custodial care to be provided at the following facilities listed in the table, below, marked with a “X”:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	Secure Psychiatric Unit (SPU)/Residential Treatment Unit (RTU)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	42 Perimeter Road	Concord, NH 03301

- 3.2. The requested services shall be provided by the Contractor to patients of alternative locations in the event that the State relocates its facilities within the State of New Hampshire.
- 3.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted 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.
- 3.4. 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.
- 3.5. Partial Proposals for requested Optometry Services for the NH Department of Corrections Correctional Facilities shall not be accepted.
- 3.6. Optometry Services locations are subject to change for the life of the Contract and any renewals thereof.

4. Provision of Optometry Services and Clinical Requirements:

- 4.1. It is the policy of the NH Department of Corrections to provide patients access to Optometry services.
- 4.2. A NH State licensed Optometrist shall 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 patients have been evaluated.

Clinical Requirement per Facility				
Correctional Facility	Average Clinic per Month	Maximum Clinics per Year	Maximum Exams per Clinic	Maximum Exams per Contract Year
Northern NH Correctional Facility (NCF)	1	12	25	300
NH State Prison for Men (NHSP-M) & Residential Treatment Unit (RTU)	2	24	21	504
Secure Psychiatric Unit (SPU)	0	1	24	24
NH Correctional Facility for Women (NHCF-W)	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 patient 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:
 - 4.13.1. Accurate measuring for frame size, bifocal/trifocal health and evaluation as specific medical and/or occupational needs require;
 - 4.13.2. Final fitting and adjustments of eyewear and instructions for proper usages;
 - 4.13.3. Minor repairs on-site (example: screw replacement); and
 - 4.13.4. Completion of eyeglass order form (provided by the NH Department of Corrections).
- 4.14. Contractor to work collaboratively with the NH Department of Corrections regarding scheduling requirements and required forms used for exams, scheduling and billing.

5. 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, including but not limited to:

- 5.1. Monthly summary of services provided by patient, and/or;
- 5.2. Monthly summary of services provided by facility, or regional areas, and/or;
- 5.3. Monthly summary of services provided by product; and/or
- 5.4. Any information requested that would be specific to the NH Department of Corrections patients only.

6. General Service Provisions:

- 6.1. Notification of Required Services: The NH Department of Corrections Medical Records staff or designee shall contact the Contractor for the coordination of optometry clinics when needed. A list of NH Department of Corrections, Medical Records staff will be provided to the Contractor upon award of a Contract.
- 6.2. Tools and Equipment: The Contractor must furnish the required tools and equipment necessary to provide the requested services of the Contract. Any Contractor containers, tools and or equipment shall 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.
- 6.3. Rules and Regulations: The Contractor shall comply with all rules and regulations of the NH Department of Corrections to include the Department's confidentiality policy and procedure directives.
- 6.4. 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 increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 6.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or subcontractors to provide services to the NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
 - 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

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6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.2., below.

- In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Director of Medical & Forensic Services, or designee, of the NH Department of Corrections;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
- Individuals with a history of drug diversion;
- Individuals who were a former State of NH employee and/or former Contract employee that were dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- Relatives of currently housed felons may not be permitted to provide services without prior approval by the NH Department of Corrections.

6.6. Admittance: The Department may, at its sole discretion, remove from or refuse admittance to any Department facility any person providing services under this Contract without incurring penalty or cost for exercising this right. The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.

6.7. Licenses, Credentials and Certificates: The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.

6.8. 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.

6.9. 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.

6.9.1. 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.

- 6.9.2. 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.
- 6.9.3. 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.
- 6.10. Contractor Liaison's Responsibilities: Contractor's Liaison shall be responsible for:
 - 6.10.1. 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;
 - 6.10.2. Monitoring the Contractor's compliance with the terms of the Contract and any renewals thereof;
 - 6.10.3. 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
 - 6.10.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.11. 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. NH Department of Corrections representative shall be responsible for:
 - 6.11.1. 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 New Hampshire Governor and Executive Council approval, where needed;
 - 6.11.2. Monitoring compliance with the terms of the Contract;
 - 6.11.3. 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;
 - 6.11.4. Meeting with the Contractor's representative on a periodic or as-needed basis and resolving issues which arise; and
 - 6.11.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.12. Reporting Requirements: The NH Department of Corrections shall, at its sole discretion:
 - 6.12.1. Request the Contractor to provide proof of any and all permits to perform Optometry services as required by authorities having local, state and/or federal jurisdiction at any time during the life of the Contract and any renewals thereof;
 - 6.12.2. Monthly summary of services provided by facility, patient, number, and services provided at a minimum and;
 - 6.12.3. Any information requested by the NH Department of Corrections; and
 - 6.12.4. Reports and/or information requests shall be forwarded to NH Department of Corrections, Division Director, Medical and Forensic Services, or designee, P.O. Box 1806, Concord, NH 03302.
- 6.13. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and

adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.

- 6.14. Performance Evaluation: The NH Department of Corrections shall, at its sole discretion, monitor and evaluate the Contractor's compliance with the Terms and Conditions and adherence to the Scope of Services of the Contract for the life of the Contract and any renewals thereof.
- 6.15. Performance Measures: The NH Department of Corrections shall, at its sole discretion:
- 6.15.1. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action;
 - 6.14.2. Terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their certification/licensure/permits; and
 - c.) Terminate the contract as otherwise permitted by law.
 - 6.14.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If the reports are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies; and
 - 6.14.4. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract and any renewals thereof.

7. Other Contract Provisions:

- 7.1. 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.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract, or;
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 7.2. 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.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. 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.
- 8.2. 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.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 9.1.1. Request of Proposal (RFP) and any addendums thereto;
 - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or

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- 9.1.3. Negotiated document (Contract) and amendments 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.
- 9.2. 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 9.1.3. shall govern.
- 9.3. 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.

10. Cancellation of Contract:

- 10.1. 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.
- 10.2. 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.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. 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.

11. Contractor Transition:

NH Department of Corrections, at its discretion, in 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.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract. The NH Department Corrections reserves the right to have financial audits conducted by the Department or a third party.

13. Additional Equipment/Patients/Positions/Locations:

Upon agreement of both party’s additional equipment, if applicable, and/or other patients under the custody of other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment, positions, and/or facilities listed as part of the provision of services of the Contract may be deleted as well. Upon mutual agreement of additional equipment or positions, the State will negotiate the cost with the Contractor; the Department will seek a Contract Amendment for approval of the Governor and Executive Council when these additions increase the cost of the Contract.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the patients, including confidential information or Patient Health Information (PHI). 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 Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the patient that becomes available to the Contractor in connection with its performance under the Contract.
 - 14.3. In the event of unauthorized use or disclosure of the patient's information, the Contractor shall immediately notify the NH Department of Corrections.
 - 14.4. 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.
 - 14.5. All financial, statistical, personnel and/or technical data supplied by 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 employ, will be considered a violation of this contract and may result in contract termination. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

15. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>. In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/I/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

If any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; the contractor must specifically identify that information in a letter to the agency and mark the information within the proposal as such.

Marking the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision in this RFP to the contrary, Contract pricing shall be subject to disclosure upon approval of a contract by the Governor and Executive Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Contractor has properly and clearly marked confidential, the State will

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notify the Contractor of the request and of the date and the State plans to release the records. A designation by the Contractor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Contractors agree that unless the Contractor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Contractor(s).

16. Contractor Personnel:

- 16.1. 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.
- 16.2. 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.

17. 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.

18. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

19. Administrative Rules, Policies, Regulations and Policies, Procedures and Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

20. Special Notes:

- 20.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 20.2. 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.
- 20.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the NH Department of Corrections and the Contractor.
- 20.4. 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:
 - 20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and

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**Scope of Services
Exhibit A**

- 20.4.2. Secure the contractor's written agreement to the proposed changes.
- 20.5. 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.
- 20.6. The Contractor must be equipped to provide accessible access to services as per the American's with Disabilities Act and the Governor's Commission on Disability.
- 20.7. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council (G&C).
- 20.8. Partial Proposals for the requested Optometry Services for the NH Department of Corrections shall not be accepted.
- 20.9. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 20.10. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 20.11. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage, Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

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SECTION E: 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) 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 (v. 5/8/15), 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*” (BAFO) 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).

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2. Optometry Fee Schedule:

Optometry Service Fee Schedule for Northern and Southern Correctional Facilities	
Section A: Services	Unit Cost¹
Basic Eye Exam	\$
Dilated Fundus Exam	\$
Intraocular Pressure Check (follow up only)	\$
Contact Lens Exam	\$
Optometry Product Fee Schedule for Northern and Southern Correctional Facilities	
Section B: Material/Supplies (Product)	Unit Cost²
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 ³	\$
Poly Single Vision Upgrade (medically indicated)	\$
Poly Bifocal Vision Upgrade (medically indicated)	\$
Lens Tint (medically indicated)	\$
Contact Lenses (medically indicated)	\$

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¹ Use these unit costs to calculate Estimated Budget

² Use these unit costs to calculate Estimated Budget

³ When the NH Department of Corrections is responsible

3. Northern Region (NCF) Estimated Budget:

Northern Region (NCF) Optometry Service and Product Estimated Budget			
	Quantity of Est. Exams	Unit Cost ⁴	Extended Cost (Quantity of Est. Exams x Unit Cost)
Section A: Services			
Basic Eye Exam	300	\$	\$
Dilated Fundus Exam	140	\$	\$
Intraocular Pressure Check (GC-PT)	15	\$	\$
Contact Lens Exam	3	\$	\$
Subtotal: Section A Services			\$
Section B: Material/Supplies			
State Frame & Soft Case (plastic, prison-safe)	200	\$	\$
Single Vision Lens (plastic)	120	\$	\$
Bifocal Lens (plastic)	60	\$	\$
Trifocal Lens (plastic)	3	\$	\$
Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$	\$
Photo-Gray Lens (medically indicated)	10	\$	\$
Repair Cost for State Frames ⁵	30	\$	\$
Poly Single Vision Upgrade (medically indicated)	10	\$	\$
Poly Bifocal Vision Upgrade (medically indicated)	10	\$	\$
Lens Tint (medically indicated)	10	\$	\$
Contact Lenses (medically indicated)	3	\$	\$
Subtotal: Section B Materials/Supplies			\$
Total: Add Section A and B Subtotals			\$
Estimated Budget for Northern Region [multiply Total (Section A&B) x 3 (years)]			\$

⁴ Use these unit costs to calculate Estimated Budget

⁵ When the NH Department of Corrections is responsible

4. Southern Region Estimated Budget:

Southern Region Optometry Service and Product Estimated Budget			
Service Type/Materials & Supplies	Quantity of Est. Exams	Unit Cost ⁶	Extended Cost (Quantity of Est. Exams x Unit Cost)
Section A: Services			
Basic Eye Exam	628	\$	\$
Dilated Fundus Exam	120	\$	\$
Intraocular Pressure Check (GC-PT)	45	\$	\$
Contact Lens Exam	6	\$	\$
Subtotal: Section A Services			\$
Section B: Material/Supplies			
State Frame & Soft Case (plastic, prison-safe)	610	\$	\$
Single Vision Lens (plastic)	450	\$	\$
Bifocal Lens (plastic)	150	\$	\$
Trifocal Lens (plastic)	10	\$	\$
Reading Frame/Lens (plastic, medically indicated, prison safe)	10	\$	\$
Photo-Gray Lens (medically indicated)	10	\$	\$
Repair Cost for State Frames ⁷	30	\$	\$
Poly Single Vision Upgrade (medically indicated)	10	\$	\$
Poly Bifocal Vision Upgrade (medically indicated)	10	\$	\$
Lens Tint (medically indicated)	10	\$	\$
Contact Lenses (medically indicated)	6	\$	\$
Subtotal: Section B Materials/Supplies			\$
Total: Add Section A and B Subtotals			\$
Estimated Budget for Southern Region [multiply Total (Section A&B) x 3]			\$

⁶ Use these unit costs to calculate Estimated Budget

⁷ When the NH Department of Corrections is responsible

5. Method of Payment:

- 5.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service.
- 5.2. 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.
- 5.3. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor'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.
- 5.4. 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:
 - 5.4.1. Facility, examination date;
 - 5.4.2. Quantity of examination type and examination code;
 - 5.4.3. Description of services and/or product to be delivered; and
 - 5.4.4. Itemized service/product total charge per service/product type.
- 5.5. 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.
- 5.6. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on July 1, 2019.

6. Appropriation of Funding

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.

- 6.1. 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.
- 6.2. 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 F: 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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SECTION G: Glossary of Terms:

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Best and Final Offer	BAFO	
Certified Public Accountant	CPA	
Complete Eye Exam	CEE	
Dilated Fundus Exam	DFE	
Eastern Standard Time	EST	
Estimated	Est.	
Glaucoma Check-Puff Tonometer	GC-PT	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Intraocular Pressure Check	IOP	
New Hampshire	NH	
NH Department of Corrections	NHDOC	
NH State Prison for Men	NHSP-M	
NH Correctional Facility for Women	NHCF-W	
Northern NH Correctional Facility	NCF	
Office of Management and Budget	OMB	
Protected Health Information	PHI	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the State subordinate to the New Hampshire State Constitution.
Policies, Procedures and Directives	PPD's	
Post Office	PO/P.O.	
Post Meridian	PM	
Prison Rape Elimination Act	PREA	Prison Rape Elimination Act of 2003 (PREA) is the first United States federal law passed dealing with the sexual assault of prisoners .
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
Secured Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	
State Fiscal Year	SFY	

Glossary of Terms

Term	Acronym	Description/Definition
Special Housing Unit	SHU	
To Be Determined	TBD	
Ultra Violet	UV	
Uniform Resource Locator	URL	
United States	US	

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