

**STATE OF NEW HAMPSHIRE  
NEW HAMPSHIRE VETERANS HOME**



**Proposal for Physical Therapy Services**

**RFP 2024-002**

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**SECTION 1 – Overview and Schedule**

**A. Goal of this procurement/Business needs:**

The New Hampshire Veterans Home (NHVH) proposes to enter into an agreement with a contractor to provide physical therapy services to residents admitted and living at the NHVH to promote movement, reduce pain, restore function, and prevent disability, who demonstrate a medical necessity for services and have an order from a licensed physician in the State of New Hampshire.

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released (Advertisement)	12/26/2023	
Vendor Inquiry Period Ends	1/4/2024	3:00 PM
Final Agency Responses to Inquiries	1/8/2024	3:00 PM
Proposal Due	1/15/2024	2:30 PM
Estimated Notification of Selection	2/6/2024	

**C. Description of Agency or Program issuing the Request for Proposals**

The New Hampshire Veterans Home is a long-term (custodial), Intermediate Care Facility (ICF) providing a range of services from care for those who need minimal assistance to those who need total and end-of-life care. The mission of the New Hampshire Veterans Home is to provide the best quality of life for NH Veterans with dignity, honor, and respect.

For over 130 years, the New Hampshire Veterans Home has been a Home and a health resource for Granite State armed forces veterans. Established in 1890 as the Soldier's Home for Civil War Veterans, it has provided care and comfort for thousands who have served our country and fellow citizens. Located in the heart of the Lakes Region and the foothills of the magnificent White Mountains, the scenic beauty surrounding the Home combined with the warm fellowship shared by residents, staff, and volunteers create a unique environment for those who have made personal sacrifices in the military and now need assistance to care for themselves.

In this RFP, “Agency” means the New Hampshire Veterans Home. "Vendor" means a person or entity who offers products or services for sale. "Selected vendor" means the qualified Bidder which has been identified by the Agency as having received the best score for its proposal according to the criteria set forth in this RFP.

## **D. Vendor Instructions**

Interested vendors must read the entire RFP and submit the required documents in the manner specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

### **SECTION 2 – Requirements and Scope of Work**

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide on-site physical therapy services per the Scope of work:

- A. Minimum vendor qualification requirement (a vendor who fails to meet all the minimum vendor qualification requirements will be deemed non-compliant and will be disqualified from further consideration) (e.g., experience providing similar services to other governmental entities etc.)
  
- B. Scope of Work:
  1. The Contractor will provide sufficient on-site, professional staff in the discipline of physical therapy to meet the needs of a 225-bed ICF level of care nursing home facility.
  2. The contractor shall hire, maintain, and provide properly licensed staff, and ensure these professionals possess:
    - 2.1. A valid license issued by the New Hampshire Office of Professional Licensure and Certification (NH OPLC).
    - 2.2. Proof of pre-employment screening which includes but is not limited to:
      - 2.2.1. A physical as applicable by state law which includes TB testing.
      - 2.2.2. A completed OSHA medical evaluation questionnaire.
      - 2.2.3. Three professional references and a current curriculum vitae/resume
      - 2.2.4. Criminal background check(s) either a National Criminal Records Check or State of NH Release of Criminal Record. Authorization Form
      - 2.2.5. Attestation of applicant's fitness for duty. The Attestation will ensure no convictions for the following crimes: A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to an adult; and felony for physical assault, battery, or drug-related offense committed in the past five years.
  3. The Contractor shall conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check. The confidential results are returned directly to the NHVH Office of Human Resources.
  4. The Contractor will answer the following questions:
    - 4.1. Has your business, yourself or any of your staff ever been excluded from participating in United States Government federally funded, including VA funded, programs or services?

- 4.2. Is your business, yourself or any of your staff currently excluded from participating in United States Government federally funded, including VA funded, programs or services?
5. The Contractor will provide assessment and care planning services under the written order of a physician by qualified NHVH personnel, as a member of the interdisciplinary team when physical therapy is provided. These services include screening, evaluation and therapy that enable individuals to achieve improved independence and function; reduce pain and reliance on pain medication; reduce the risk of falling; and slow the progression of, or reverse, disability caused by disease or injury. Additionally, the Contractor shall be able to provide a comprehensive exercise program for residents with cognitive impairment.
6. The Contractor will assist facility management in the on-going development of rehabilitation related clinical protocols; and develop and report outcome measures per facility procedures.
7. The NHVH will continue monitoring services through the review of progress and discharge notes and care plans to ensure:
  - 7.1. Physical therapy plans of care are modified, as needed, to meet the specialized rehabilitative needs of the individual receiving care, as indicated and approved by NHVH medical staff.
  - 7.2. Individuals are receiving the appropriate scope and level of care and treatment per the stated physical therapy plan of care, physical therapy state licensure and national standards.
  - 7.3. Initial evaluations and subsequent documentation are completed within stated contract timeframes and content consistent with physical therapy state licensure and national standards.
  - 7.4. Physical therapy plans of care, re-certifications, re-evaluations, and discharge plans comply with State of New Hampshire and Department of Veterans Affairs criteria.
8. General Service Provisions:
  - 8.1. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Veterans Home. The contractor staff are required to review and sign off on NH Veterans Home policies and procedures annually.
  - 8.2. Contractor Employee Information:
    - 8.2.1. 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 NH Veterans Home. Upon award of a Contract, the NH Veterans Home will notify the selected Contractor the procedures to obtain background checks. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check

from the NH Department of Safety, and procedural review of said reports by the NH Veterans Home.

- 8.2.2. The Contractor shall be responsible for monthly Federal Office of Inspector General (OIG) Exclusion List screening of all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Veterans Home, or any other Federally funded program or service to determine whether any of them have been excluded from participation in Federal health care programs, to report to NHVH any exclusion information discovered, and agree to comply with these obligations. The OIG screening can be done here: <https://exclusions.oig.hhs.gov> or [Search the Exclusions Database | Office of Inspector General \(hhs.gov\)](#).
- 8.2.3. The NH Veterans Home reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 8.2.4. The NH Veterans Home will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 9.5.2., below.
- 8.2.5. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
  - 8.2.5.1. Individuals convicted of a felony shall not be permitted to provide services.
  - 8.2.5.2. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services.
  - 8.2.5.3. 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 Human Resources and designee of the NH Veterans Home.
  - 8.2.5.4. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications.
  - 8.2.5.5. Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH.
  - 8.2.5.6. Individuals with a history of drug diversion.
  - 8.2.5.7. Individuals who were a former State of NH employee and/or former Contract employee that was dismissed for cause; and,
  - 8.2.5.8. Individuals previously employed with the NH Veterans Home without prior approval of the NH Veterans Home.

- 8.3. Licenses, Credentials, Certificates: The Contractor shall ensure all staff members meet the requirements of the State. The Contractor and its staff shall possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 8.4. Admittance: The Home may, at its sole discretion, remove from or refuse admittance to any home 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.
9. Payment for physical therapy services will be as follows:
- 9.1. For residents with basic rate per diems, the physical therapist will invoice for payment the resident's supplemental insurance first. Any remaining balance will be invoiced for payment to the NHVH.
- 9.2. For residents with prevailing rate per diems, the physical therapist will invoice for payment to the NHVH.

### **SECTION 3 -- Contract Terms and Conditions**

#### **A. Award**

If the Agency decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

#### **B. Standard Contract Terms**

The Agency will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the selected vendor's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all the selected vendor's Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that a vendor believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

### **SECTION 4 –Request for Proposal Process**

#### **A. Agency Point of Contact/Restriction of Contact with Agency Employees**

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

Jennifer Doig, 603-527-4847, Jennifer.H.Doig@nhvh.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

### **B. Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Agency Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor's name, telephone number, and e-mail address.

The Agency will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to P37, the Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

## **SECTION 5 – RFP Terms and Conditions**

- **Debarment**

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c, and/or listed on the OIG Exclusion list shall not be considered eligible for an award under this RFP.



- **Proposal Preparation Cost**

By submitting a proposal, a vendor agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

- **Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

- **RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

- **Non-Collusion**

The vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Vendors and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

- **Property of the Agency**

All material received in response to this RFP shall become the property of the Agency and will not be returned to the vendor. Upon contract award, the Agency reserves the right to use any information presented in any Proposal.

- **Proposal Confidentiality**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A vendor's disclosure or distribution of Proposals other than to the Agency may be grounds for disqualification.

- **Public Disclosure**

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, prior to the date specified in the notice, a court a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- A. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- B. The State is not obligated to comply with a vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- C. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

- **Electronic Posting of RFP Results and Resulting Contract**

At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services, the Agency will post the ranks or scores of each responding vendor. In the event that the contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least 5 business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

- **Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a contract. The Agency reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

- **Ethical Requirements**

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

- **Challenges to Identification of Selected Vendor**

Within 5 business days of the Agency's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that the agency review its selection process. The request must be in writing and must specify all points on which the vendor believes the agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a vendor shall not submit, and an agency will not accept nor

consider, any substantive information that was not included in the original proposal. The agency will respond to the request within 5 business days of its receipt.

**SECTION 6 – Evaluation of Proposals**

**a) Criteria for Evaluation and Scoring**

The Agency will evaluate each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	<b>50</b>
PRICE PROPOSAL MAXIMUM POINTS	<b>50</b>
TOTAL MAXIMUM POINTS	<b>100</b>

The Agency will select a vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine, and finalize scores.

If the Agency, decides to make an award based on these evaluations, the Agency will notify the selected vendor(s). Should the Agency be unable to reach agreement with the selected vendor(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred vendor and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

**b) Planned Evaluations Steps**

The Agency plans to use the following process:

- A. Step 1. Initial screening to ensure that the Proposals are in compliance with submission requirements.
- B. Step 2. Preliminary evaluation of the Technical Proposals.
- C. Step 3. Final Scoring of Technical Proposals.
- D. Step 4. Price Proposals review.
- E. Final Selection: Select the highest scoring vendor(s) and begin contract execution.

**c) Step 1: Initial Screening**

The Agency will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

**d) Step 2: Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team to review for compliance of the minimum requirements as set forth in Section 2. This evaluation team will then review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6. Should a vendor fail to achieve 75 Points in the preliminary technical scoring, it will receive no further consideration from the evaluation team and the vendor's price proposal will be returned unopened. Price proposals will not be reviewed by the evaluation team during the preliminary technical review.

**e) Step 3: Oral Interviews and Product Demonstrations**

If the Agency determines that it is appropriate, vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which vendors; and the number of interviews. Vendors are advised that the Agency may decide to conduct interviews with less than all responsive vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and product demonstrations. The Agency may ask the vendor to provide written clarifications of elements in their technical proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the proposals.

**f) Step 4: Final Technical Scoring of Proposals**

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each technical proposal.

**g) Step 5: Price Proposal Review**

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The vendor's price proposal will be allocated a maximum potential score of 50 points. Vendors are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

The following formula will be used to assign points for costs:

$$\text{Vendor's Price Score} = (\text{Lowest Proposed Price} / \text{Vendor's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a vendor who has scored above the minimum necessary for consideration on the Technical Score.

**h) Final Selection**

The Agency will conduct a final selection based on the final evaluation of the proposals or, if requested, as a result of the Best and Final Offer, and begin contract discussions with the selected vendor(s).

**i) Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right, at its sole discretion, to:

- A. Make independent investigations in evaluating proposals;
- B. Request additional information to clarify elements of a proposal;
- C. Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- D. Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- E. Reject any and all proposals at any time; and
- F. Open contract discussions with the second highest scoring vendor and so on, if the Agency is unable to reach an agreement on contract terms with the higher scoring vendor(s).

**SECTION 7 – Process for Submitting a Proposal**

**1 Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received no later than the Proposal Due Date specified in the Schedule of Events, herein.

The Price proposal must be labeled clearly and submitted separately from the technical proposal.

Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted and will be returned to the vendors unopened. Delivery of the Proposals shall be at the vendor's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated below. The Agency accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the vendor's responsibility.

Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE

**RESPONSE TO RFP:** NHVH 2024-002 Physical Therapy Services

## **Physical Proposals**

Physical Proposals must be addressed to:

STATE OF NEW HAMPSHIRE  
New Hampshire Veterans Home  
Jennifer Doig  
139 Winter St  
Tilton NH 03276

Physical Submissions shall include:

- a) One original and One clearly identified copy of the Proposal including required attachments; and

## **Electronic Proposals**

Electronic Proposals must be addressed to:

**TO:** Jennifer.H.Doig@nhvh.nh.gov

*Subject line must include:* RESPONSE TO RFP: NHVH 2024-002 Physical Therapy Services

Electronic Submissions must be submitted using the following criteria:

- A. Searchable PDF Format
- B. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

## **SECTION 8 – Proposal Content and Requirements**

Proposals shall follow the below format and provide the required information set forth below:

- A. Cover page
- B. Transmittal letter
- C. Technical Proposal
- D. Executive summary providing a brief background of the vendor.
- E. 3 References
- F. Criminal Background Check
- G. OIG Exclusion list check
- H. Copy of License, Credentials, Certificates
- I. Price Proposal: must be submitted separately.

**APPENDIX A**  
**SAMPLE FORM TO BE COMPLETED UPON AWARD**

**FORM NUMBER P-37 (version 12/11/2019)**

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor

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Date \_\_\_\_\_

arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials \_\_\_\_\_  
Date \_\_\_\_\_

**TRANSMITTAL LETTER**

Solicitation ID Number: \_\_\_\_\_  
Vendor Name: \_\_\_\_\_  
Vendor Address: \_\_\_\_\_  
State of NH Vendor Code  
Number (required): \_\_\_\_\_  
Date of Submission: \_\_\_\_\_

To whom it may concern:

We hereby submit this response to the Solicitation referenced above, in complete accordance with all conditions and specifications set forth in the Solicitation.

We attest to the fact that:

1. The Vendor has read and fully understands this Solicitation and agrees to be bound by its terms, conditions, and requirements.
2. The Vendor has read and fully understands Appendix A - Form P-37 General Provisions and Standard Exhibits.
3. The Vendor's Solicitation Response is effective for a period of 180 days from the Vendor Solicitation Response Due Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices, terms and conditions, and services in the Vendor's Solicitation Response have been established without collusion with other vendors.
5. This document is signed by a person who is authorized to legally obligate the responding Vendor.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers is currently debarred from performing work on any project of the federal government or the government of any state.

**Authorized Signature** \_\_\_\_\_  
**Authorized Signature (printed)** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Telephone** \_\_\_\_\_  
**Email** \_\_\_\_\_

**1. Vendor Contact Information**

Primary Point of Contact Individual who will serve as the Vendor's primary contact for all other matters relating to the Solicitation.

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Telephone** \_\_\_\_\_

Fiscal Contact Individual who will serve as the Vendor's primary contact for fiscal matters.

**Name** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Telephone** \_\_\_\_\_