

Agency of Human Services  
Department of Vermont Health Access (DVHA)  
312 Hurricane Lane, Suite 201  
Williston, VT 05495  
802-879-8256

**SEALED BID  
REQUEST FOR PROPOSAL  
FOR  
Medicaid Optical Eyeglasses Provider**

**Expected RFP Schedule Summary:**

Procurement Schedule	
RFP Release Date	February 26, 2015
Bidder's Questions Due	March 9, 2015
Dept. Responses to Vendor's Questions Posted	March 23, 2015
Proposals Due	April 6, 2015
Bid Opening	April 6, 2015
Anticipated Award Announcement	May 1, 2015
Anticipated Contract Start Date	July 1, 2015

**LOCATION OF BID OPENING:** 312 Hurricane Lane, Suite 201, Williston, VT 05495

**PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES, AND AMENDMENTS ASSOCIATED WITH THIS RFP WILL BE POSTED AT:**

<http://www.vermontbidsystem.com>

<http://dvha.vermont.gov/administration/2013-requests-for-proposals>

**THE STATE WILL MAKE NO ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT IS THE RESPONSIBILITY OF EACH VENDOR TO CHECK <http://www.vermontbidsystem.com> AND THE DVHA RFP WEBSITE FOR ANY AND ALL NOTIFICATIONS, RELEASES AND AMENDMENTS ASSOCIATED WITH THE RFP.**

**PURCHASING AGENT:** Meaghan Kelley  
**TELEPHONE:** 802-871-3302  
**E-MAIL:** Meaghan.Kelley@state.vt.us

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# **CHAPTER 1**

## **INFORMATION FOR THE BIDDER**

**1. GENERAL PROVISIONS**
**1.1. INTRODUCTION**

The State of Vermont, Agency of Human Services, Department of Vermont Health Access, (hereinafter called DVHA) is seeking to establish a single-source contract for Eyeglasses, Lenses, Frames, Cases and Associated Parts for Repairs and Replacements for eligible beneficiaries of the Vermont Medicaid program. The successful eyeglass provider/contractor will provide eyeglasses, lenses, frames, cases and associated parts of high quality and durability with consideration of cost effectiveness and customer service.

The purchase and replacement of eyeglasses shall be through the department's sole source supplier, per Medicaid Rule. The DVHA has contracted for the provision of eyeglasses to eligible Medicaid beneficiaries since February 1, 1985. The current provider agreement expires June 30, 2015.

**VERMONT MEDICAID:** The Department of Vermont Health Access is the designated state agency for administration of Vermont’s publicly funded health insurance programs including the Vermont Medicaid Program. The number of covered lives in the health insurance programs in SFY 2014 was over 175,000, and over 65,000 of those were children. Eyeglasses, lenses, and frames are a covered benefit for Vermont Medicaid members under 21 years of age. Adult Medicaid beneficiaries (age 21 and older) are not covered for vision care devices. Any contract resulting from this RFP will be for the provision of eyeglasses (includes lenses, frames and related parts) for eligible beneficiaries enrolled in the Vermont Medicaid Program, and per Medicaid Rule 7316 - Eyeglasses and Vision Care Services (<http://humanservices.vermont.gov/on-line-rules/dvha/medicaid-covered-services-7100-7700/view>).

Contact lenses and other aids to vision are NOT a part of this RFP/contract.

**1.2. SCHEDULE OF EVENTS**

The expected timetable, including the Proposal Due Date and other important dates are set forth below:

Procurement Schedule	
<b>RFP Release Date</b>	February 26, 2015
<b>Bidder’s Questions Due</b>	March 9, 2015
<b>Dept. Responses to Vendor’s Questions Posted</b>	March 23, 2015
<b>Proposals Due</b>	April 6, 2015
<b>Bid Opening</b>	April 6, 2015
<b>Anticipated Award Announcement</b>	May 1, 2015
<b>Anticipated Contract Start Date</b>	July 1, 2015

### 1.3. SINGLE POINT OF CONTACT

All communications concerning this Request for Proposal (RFP) are to be addressed in writing to the attention of:

Meaghan Kelley  
Procurement Manager  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495  
[Meaghan.Kelley@state.vt.us](mailto:Meaghan.Kelley@state.vt.us)  
(802) 871-3302

Ms. Kelley will be the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

### 1.4. QUESTION AND ANSWER PERIOD

Any vendor requiring clarification of any section of this proposal must submit specific questions in writing according to the Schedule listed in Section 1.2. Questions must be e-mailed to the RFP Contact listed Section 1.3 of this proposal. Any question not raised in writing on or before the last day of the initial question period is waived. Responses to the questions sent will be posted to the Electronic Bulletin Board website.

### 1.5. INSTRUCTIONS TO BIDDERS

The Proposal Packet: A proposal packet is the entire package of information sent by one bidder in response to one or more program RFPs described in this document. Each bidder may submit only one proposal packet. A bidder may submit a proposal for more than one program in its packet. Each bidder may submit only one proposal in the catchment area called for in the RFP. If you send multiple proposals for the same program, DVHA will reject all of your proposals. Your proposal must include:

- 1.5.1. Rate Sheet: One rate sheet, found in Appendix A, indicating the programs for which you are submitting a proposal and the proposed rates. In addition, please fill out the Pricing Excel spreadsheet, which is an attachment to this RFP.
- 1.5.2. Certification and Assurances: One copy of the signed Certifications and Assurances, found in Appendix A, signed by a person authorized to bind your Company to a contract.
- 1.5.3. References: Provide the names, addresses, and phone numbers of at least three companies with whom you have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
- 1.5.4. Insurance certificate: As part of the proposal packet the Bidder must provide current certificates of insurance of which may or may not meet the minimum requirements laid out in the section 4 of this document. Any questions a bidder may have concerning the necessary insurance coverage must be raised during the question and answer period set out in section 1.5 of this document. In the absence of a question,

and upon contract negotiations the apparently successful bidder must provide a certificate of insurance that meets the minimum coverage specified in section 4 of this document.

**1.5.5.** Any other attachments to the proposal labeled and attached.

**1.5.6.** Letter of Submittal: One letter of submittal, signed by a person authorized to bind your organization to a contract. Your letter must include:

**1.5.6.1.** Identifying information about your organization and any sub-contractors. Include the name of the organization, names, addresses, telephone numbers, and address of principal officers and project/program leader, and a description of the type of organization you operate.

**1.5.6.2.** A detailed list of all materials and enclosures being sent in the proposal.

**1.5.6.3.** Any other statements you wish to convey to DVHA.

**1.5.6.4.** Any alternative contract language you wish to propose. If alternate contract language is longer than one page, attach it to your letter in a separate document.

**1.5.7.** Your proposal should respond to the following four identified areas (see Section 2.1\_SCORING for more detail).

**1.5.7.1.** Quality of Bidder Experience

**1.5.7.2.** Bidder Capacity

**1.5.7.3.** Technical Proposal/Program Specifications

**1.5.7.4.** Program Costs

**1.5.8.** Proposal Format:

**1.5.8.1.** Use standard 8.5" x 11" white paper. Documents must be single-spaced and use not less than a twelve point font.

**1.5.8.2.** Send five (5) identical copies of each Program Proposal you are submitting and include a computer file copy of the document on a CD using Microsoft Word, Word Perfect or straight text file formats in the proposal packet. Please mark one "original."

**1.5.8.3.** State your organization's name on each page of your program proposals and on any other information you are submitting.

**1.5.8.4.** Write the program proposal in the order given in the scoring criteria charts (bidder capacity, bidder experience, program specifications, and program costs).

**1.5.9.** Closing Date & Proposal Packet Delivery:

**1.5.9.1.** Send five (5) copies of your proposal to:

Meaghan Kelley  
Contract & Grant Administrator  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495

**1.5.9.2.** Your proposal, (all components including hard copies AND e-mail and/or CD copy) whether mailed or hand delivered, must arrive at DVHA **no later than 1:15 PM, April 6, 2015**. Late responses shall not be accepted and shall automatically be disqualified from further consideration. The method of delivery shall be at your discretion, and shall be at your sole risk to assure delivery at the designated office. DVHA does not take responsibility for any problems in mail or delivery, either within or outside DVHA. Receipt by any other office or mailroom is not equivalent to receipt by DVHA.

**1.6. ELECTRONIC COMMUNICATION**

You may use e-mail communication for any communication required in this RFP - EXCEPT to submit your proposal and protest, if any.

**1.7. BID OPENING**

The bid opening will be held on April 6, 2015 at 1:30PM at 312 Hurricane Lane, Suite 201, Williston, VT 05495 and is open to the public. Typically, the State will open the bid, read the name and address of the bidder, and read the bid amount. Bid openings are open to members of the public. However no further information which pertains to the bid will be available at that time other than the bid amount, name and address of the bidder. The State reserves the right to limit the information disclosed at the bid opening to the name and address of the bidder when, in its sole discretion, it is determined that the nature, type, or size of the bid is such that the State cannot immediately (at the opening) establish that the bids are in compliance with the RFP. As such, there will be cases in which the bid amount will not be read at the bid opening. Bid results are a public record however, the bid results are exempt from disclosure to the public until the award has been made and the contract is executed with the apparently successful bidder.

**1.8. PUBLIC RECORD**

All bid proposals and submitted information connected to this RFP may be subject to disclosure under the State's access to public records law. The successful bidder's response will become part of the official contract file. Once the contract is finalized, material associated with its negotiation is a matter of public record except for those materials that are specifically exempted under the law. One such exemption is material that constitutes trade secret, proprietary, or confidential information. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 V.S.A., Ch. 5 Sec. 317, the bidder shall clearly designate the material as such prior to bid submission. The bidder must identify each page or section of the response that it believes is proprietary and confidential and provides a written explanation relating to each marked portion to justify the

denial of a public record request should the State receive such a request. The letter must address the proprietary or confidential nature of each marked section, provide the legal authority relied on, and explain the harm that would occur should the material be disclosed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered and will be returned to the bidder.

**1.8.1.** All proposals shall become the property of the State.

**1.8.2.** All public records of DVHA may be disclosed, except that submitted bid documents shall not be released until the Contractor and DVHA have executed the contract. At that time, the unsuccessful bidders may request a copy of their own score sheets as well as request to view the apparently successful bidder's proposal at DVHA Central Office. The name of any Vendor submitting a response shall also be a matter of public record. Other persons or organizations may also make a request at that time or at a later date.

**1.8.3.** Consistent with state law, DVHA will not disclose submitted bid documents or RFP records until execution of the contract(s). At that time, upon receipt of a public records request, information about the competitive procurement may be subject to disclosure. DVHA will review the submitted bids and related materials and consider whether those portions specifically marked by a bidder as falling within one of the exceptions of 1 V.S.A., Ch. 5 Sec. 317 are legally exempt. If in DVHA's judgment pages or sections marked as proprietary or confidential are not proprietary or confidential, DVHA will contact the bidder to provide the bidder with an opportunity to prevent the disclosure of those marked portions of its bid.

## **1.9. CONFLICTS OF INTEREST**

A conflict of interest is a set of facts or circumstances in which either a Vendor or anyone acting on its behalf in connection with this procurement has past, present, or currently planned personal, professional, or financial interests or obligations that, in AHS' determination, would actually or apparently conflict or interfere with the Vendor's contractual obligations to AHS. A conflict of interest would include circumstances in which a Vendor's personal, professional or financial interests or obligations may directly or indirectly:

**1.9.1.** Make it difficult or impossible to fulfill its contractual obligations to AHS in a manner that is consistent with the best interests of the State of Vermont;

**1.9.2.** Impair, diminish, or interfere with that Vendor's ability to render impartial or objective assistance or advice to AHS; or

**1.9.3.** Provide the Vendor with an unfair competitive advantage in future AHS procurements.

Neither the Vendor nor any other person or entity acting on its behalf, including but not limited to Subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, a Vendor must certify that they do not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract. Additionally, if applicable, the Vendor must disclose all potential conflicts of interest. The Vendor must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence

and objectivity will be maintained (see the Vendor Information and Disclosures form instructions in Template C). AHS will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. Failure to identify potential conflicts of interest may result in disqualification of a proposal or termination of the contract.

#### **1.10. COSTS OF PROPOSAL PREPARATION**

DVHA will not pay any bidder costs associated with preparing or presenting any proposal in response to this RFP.

#### **1.11. RECEIPT OF INSUFFICIENT COMPETITIVE PROPOSALS**

If DVHA receives one or fewer responsive proposals as a result of this RFP, DVHA reserves the right to select the proposal which best meets DVHA's needs. Furthermore, DVHA reserves the right to reject all proposals. Such a decision may or may not result in reissuance of the RFP. Should a bidder be selected as a result of this RFP, that bidder need not be the sole bidder but will be required to document their ability to meet the requirements identified in this RFP. DVHA reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal or any part thereof. Failure of a bidder to respond to a request for additional information or clarification could result in rejection of that bidder's proposal.

#### **1.12. NON-RESPONSIVE PROPOSALS/WAIVER OF MINOR IRREGULARITIES**

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive minor irregularities contained in any proposal.

#### **1.13. RFP AMENDMENTS**

DVHA reserves the right to amend this RFP. DVHA will post any RFP amendments to on the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

#### **1.14. REJECTION RIGHTS**

DVHA may, at any time and at its sole discretion and without penalty, reject any and all proposals in any 'catchment' area and issue no contract in that area as a result of this RFP. Furthermore a proposal may be rejected for one or more of the following reasons or for any other reason deemed to be in the best interest of the State:

- 1.14.1.** The failure of the bidder to adhere to one or more provisions established in this RFP.
- 1.14.2.** The failure of the bidder to submit required information in the format specified in this RFP.
- 1.14.3.** The failure of the bidder to adhere to generally accepted ethical and professional principles during the RFP process.

Read all instructions carefully. If you do not comply with any part of this RFP, DVHA may, at its sole option, reject your proposal as non-responsive. DVHA reserves the right to waive any requirements contained in this RFP.

#### **1.15. AUTHORITY TO BIND DVHA**

The Commissioner and Deputy Commissioners of DVHA (in parent AHS Secretary or Deputy

Secretary) are the only persons who may legally commit DVHA to any contract agreements.

## 2. **PROPOSAL REVIEW**

A review team of knowledgeable individuals will evaluate each proposal. The team members will represent both the service area and central office if appropriate. The review team shall review all proposals for compliance with RFP procedural instructions. If the procedural instructions are not followed, the proposal shall be considered non-responsive. Non-responsive proposals will be eliminated from further evaluation.

### 2.1. **SELECTION OF THE APPARENTLY SUCCESSFUL BIDDER**

The Review Team will evaluate the proposals based on responsiveness to RFP key points and forward the completed scoring tools as well as copies of the proposals to the Commissioner of DVHA and/or the Deputy Commissioners(s) for final review and determination of the Apparently Successful Bidder.

### 2.2. **NOTIFICATION OF AWARD**

DVHA will notify all bidders in writing of selection of the Apparently Successful Bidder(s). DVHA will notify all bidders when the contract(s) resulting from this RFP are signed by posting to the Electronic Bulletin Board (<http://www.vermontbidsystem.com>).

## 3. **CONTRACT DEVELOPMENT**

### 3.1. **CONTRACT TERM**

Tentatively, the period of performance of the work to be performed as a result of this RFP is **07/01/2015** to **06/31/2016**. DVHA has the option to continue to contract with the successful bidder pursuant to this RFP for up to two additional years.

### 3.2. **CONTRACT STIPULATIONS**

The State of Vermont expects the vendor to agree to the State and Agency Customary Contracting Provisions outlined in Attachments C, E and F of this RFP (linked in Section 4 below). Exceptions to the State and Agency Customary Contracting Provisions shall be noted in the bidder's cover letter and further defined by completing the Proposed Changes to Standard Terms and Conditions form included in Appendix A. Exceptions shall be subject to review by the Office of the Attorney General.

Failure to note exceptions will be deemed to be acceptance of the Standard State Provision for Contracts and Grants as outlined in Attachment C, E and F of the RFP. If exceptions are not noted in the RFP but raised during contract negotiations, the State reserves the right to cancel the negotiation if deemed to be in the best interests of the State of Vermont.

DVHA reserves the right to incorporate standard contract provisions which can be mutually agreed upon into any contract negotiated as a result of any proposal submitted in response to this RFP. These provisions may include such things as the normal day-to-day relationships with the vendor, but may not substantially alter the requirements of this RFP. Further, the successful vendor is to be aware that all material submitted in response to this RFP, as well as the RFP itself, may be incorporated as part of the final contract. The selected vendor will sign a contract with DVHA to provide the

items named in their responses, at the prices listed. This contract will be subject to review throughout its term. DVHA will consider cancellation upon discovery that the selected vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. If two or more organizations' joint proposal is apparently successful, one organization must be designated as the Prime Bidder. The Prime Bidder will be DVHA's sole point of contact and will bear sole responsibility for performance under any resulting agreement.

### **3.3. REMITTANCE OF PAYMENT**

Contractor must specify the address to which payments will be sent and provide a current W-9 to DVHA upon request.

### **3.4. CONTRACT ACCEPTANCE**

If the Apparently Successful Bidder(s) refuses to sign the agreement within ten (10) business days of delivery, DVHA may cancel the selection and award to the next highest-ranked bidder(s).

## **4. STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS**

*The following attachments shall be included in any contract(s) resulting from this RFP:*

- **Attachment C:** <http://dvha.vermont.gov/administration/attachment-c-revised-932014.pdf>
- **Attachment E:** <http://dvha.vermont.gov/administration/attachment-e-092113.pdf>
- **Attachment F:** <http://dvha.vermont.gov/administration/attachment-f-121010.pdf>

## 5. Scoring Template

Points to be determined by Proposal Review Team

<b>CRITERIA FOR SCORING</b>
<b>1 INFORMATION FROM THE BIDDER</b>
<b>A. Evaluation of the Organization</b>
<ul style="list-style-type: none"> <li>Provide a description of the bidder’s contracting experience providing optical services, with specific emphasis on Medicaid populations (if applicable.)</li> </ul>
<ul style="list-style-type: none"> <li>Quality of References</li> </ul>
<ul style="list-style-type: none"> <li>Describe the sequence by step or flow chart for receipt of orders through claims submissions. Include information about by whom and when the procedure codes are entered in the claim and prior authorization forms, and be sure to include the sequence for prior authorizations (when PA is required by Medicaid.)</li> <li>Describe your customer service philosophy relative to provider calls and contact. What is the procedure for responding to provider issues and complaints?</li> </ul>
<ul style="list-style-type: none"> <li>Please describe your process, and include number of days for turnaround time, from receipt of order to mailing of eyeglasses</li> <li>Describe how the bidder will ensure that all included services will be readily accessible and provided in a timely manner</li> </ul>
<b>B. Evaluation of Samples and Materials</b>
<ul style="list-style-type: none"> <li>Durability and quality</li> </ul>
<ul style="list-style-type: none"> <li>Variety and selection (styles, material, colors, and sizes)</li> </ul>
<ul style="list-style-type: none"> <li>Meet or exceed industry standards</li> </ul>
<b>C. Pricing Proposals</b>
<b>Competitiveness of Pricing Proposal</b>
<b>Allocation Methods</b>
<ul style="list-style-type: none"> <li>In narrative form, please describe the process in which your prices were formulated.</li> </ul>
<b>OVERALL TOTAL SCORE</b>

## **CHAPTER 2**

### **INFORMATION FROM THE BIDDER**

1. **QUALITY OF BIDDER'S EXPERIENCE**

In this section you are telling the State about the related experience your company has with these services, this community, the local system of care, DVHA, etc.

2. **BIDDER'S CAPACITY**

In this section you are telling the State about the capacity of your company to provide the services outlined in the RFP. You are describing your organizational structure and how this program fits into this structure.

## **CHAPTER 3**

# **TECHNICAL PROPOSAL/PROGRAM SPECIFICATIONS**

## 1. ATTACHMENT A SPECIFICATION OF WORK TO BE PERFORMED

### I. TECHNICAL PROPOSAL

#### I. PROGRAM SUMMARY

**Eyeglass & Vision Care Services:** Eyeglasses, lenses, frames, cases and associated replacement parts are a covered benefit for eligible Medicaid beneficiaries and are to be provided under the resulting contract with the Department of Vermont Health Access (DVHA). Vision service providers must procure eyeglasses, frames, lenses, cases and replacement parts from the single source contractor.

**Beneficiary Eligibility:** Medicaid coverage of eyewear is limited to beneficiaries under the age of 21. Vision care services are provided to beneficiaries of any age.

The eyeglass contractor will process all orders received and is responsible for verifying that the beneficiary is Medicaid eligible for eyeglasses, lenses, and frames before making the eyeglasses or processing the order. If the beneficiary was not eligible for the benefit on the date the prescription/order was issued, the eyeglass contractor will not be paid by Medicaid. Duplicate orders or incorrect prescriptions will be the responsibility of the vision service provider for payment to the contractor. The amount charged by the contractor for such orders is outside of the provisions of this contract.

Verification of eligibility is obtained by accessing the information on the Vermont Medicaid Portal <https://www.vtmedicaid.com/secure/logon.do> or the voice response system (VRS) at Hewlett Packard (fiscal agent for DVHA/Medicaid) at (800) 925-1706 or (802) 878-7871.

**Conditions For Coverage** (Medicaid Rule, 7316 <http://humanservices.vermont.gov/on-line-rules/dvha/medicaid-covered-services-7100-7700/view> )

Eyeglasses that have been pre-approved for coverage are limited to a prescription for frames and lenses as follows:

- For beneficiaries under the age of six (6), one pair of eyeglasses per year.
- For beneficiaries age six (6) and older and under age 21, one pair of eyeglasses per two years (Note - all frames and lenses for beneficiaries age 21 and older are suspended indefinitely).
- Earlier replacement is limited to the following circumstances:
- When eyeglasses (frames and/or lenses) have been lost, broken beyond repair, or scratched to the extent that visual acuity is compromised. (Dispensing providers will make the decision about being broken beyond repair or visual acuity being compromised.)

- When a change of at least one-half diopter in lens strength is documented by the dispensing provider on the Medicaid order form.

## II. **RESPONSIBILITIES OF CONTRACTOR/PROVIDER**

Bidders/Provider must have the ability to successfully supply eyeglasses, lenses, frames, cases and component parts for repairs and replacements, and to perform all of the functions and responsibilities as set forth in this RFP. Materials supplied under a resulting contract will be first quality and in strict adherence to current industry guidelines regarding quality and safety.

**Sample Frame Kits:** The contractor will assemble sample frame kits for display, representing frame styles and colors available under the contract. Subject to the approval of DVHA, a kit will be available at the quoted kit cost submitted with the bid response, to providers who request one. The eyeglass contractor may charge the provider for the cost of the frame kit and the provider is responsible for payment. Charges may not exceed the contracted frame cost. DVHA will not be responsible for payment of any costs associated with frame kits.

Bidders will include the frames and cases in a kit at no charge to DVHA as part of the response to this RFP.

**Communication and Support to Vision Service Providers:** The Contractor will, within one week of finalized contract:

- 1) Notify enrolled active vision care providers in writing regarding the contract and all pertinent information related to the contract, such as ordering and processing information, contractor contacts, frames available, forms, etc.;
- 2) Provide a complete, detailed list of Vermont Medicaid frames to vision service providers, free of charge;
- 3) Provide frame information and assistance to dispensing providers on procedures and ordering throughout the term of any resulting contract.

Bidder will demonstrate the ability to consistently provide appropriate technical and professional service to vision care providers and DVHA.

Bidders and the resulting Contractor are encouraged to propose methods and work proactively with DVHA to positively impact health outcomes, manage the eyeglass benefit and reduce costs to the Medicaid program.

Contractor must complete a Provider Enrollment Form at the time of contract award or provide proof of enrollment in Vermont Medicaid.

**Frames:** Considerations for frames include that they be lightweight, strong, durable and include some options that are flexible and of substantial materials with sturdy hinge structure without adding bulk. Frames offered must be suitable for females and males under age 21

years and be fashionable and current. Bidders are encouraged to propose options and will provide information to substantiate their frames proposals.

### **Frame Quality and Durability**

DVHA desires to contract for frames that offer durability, quality and features that can help to reduce costs for the Medicaid program by helping to reduce the incidents of breakage to frames and the number of replacement frames supplied to beneficiaries due to breakage. Some considerations include hinge structure, such as spring hinges that allow the temples to flex outward, away from the frames, without causing any damage and/or sturdy spring structure, and 'memory metal', such as flexon, and other strong and flexible frame materials. Stronger, durable materials will stand up to use by children who are hard on their eyeglasses while not adding weight, thickness or bulkiness to the eyeglasses. Wraparound temples, known as "cable temples," will be offered for metal frames and are helpful to keep glasses in place on toddlers and others.

### **Frame Standards & Bid Requirements**

The bidder shall offer a selection of frames with a good representation of sizes and colors appropriate to ages 0 to 21, male and female. Variety and selection of frame styles will include suitable zyl (plastic) and metal frames of first quality, colors, eye sizes, bridge sizes, which ensure that the frame fits the nose and temple lengths including frames specifically designed for children with Downs Syndrome. Frames must be current and readily available. Frames furnished will meet the current American National Standard Z80.5

All frames must meet current Federal and State requirements and be sturdy and of good quality and demonstrate durability to help reduce the need for replacement of frames due to breakage. Frames may be from one manufacturer or from a mix of manufacturers and must be frames that are also available to the public. No discontinued or close-out frames or special "Medicaid" frames are permitted, either in response to this RFP or subsequently provided under any resulting contract.

Frames bid will include a substantial offering to meet the size, gender and choices for ages up to 21 years. Bidders are asked to provide approximately

- two (2) toddler frame styles (minimum),
- seven (7) metal and five (5) plastic frame styles for kids sizes and
- seven (7) metal and five (5) plastic frame styles for adult/teen sizes
- Unisex frames are acceptable for all categories (toddler, kids and teens/adults to age 21).

All frames must be offered in at least two (2) eye sizes. The bidder is responsible for choosing the appropriate or popular sizes for each frame. The bidder is also responsible for providing a variety of shapes, colors and styles for each age and gender category. At least one of the toddler frame styles shall have regular temple pieces. Adjustable temple bands are acceptable for one of the styles. A range of color choices must be made available within a style, gender

and age category. Frame material must contain no scratches, fissures, bubbles, discoloration, or other defects in workmanship.

A list of frames by age and gender, specifying the two eye sizes and a list of color choices per frame must be included with the bid and on the form provided. Bidder will provide a written explanation of the reasons for the frame selections provided that meet the requirements and specifications of this RFP.

Standard frames available under any resulting contract will be billed at one price using HCPCS code V2020.

All eyeglasses must include a case to protect the eyeglasses during shipping and for use after receipt by the user.

**NOTE:** The Contractor may be asked to provide deluxe/non-standard frames in extenuating circumstances and only if the vision service provider receives prior authorization from the DVHA Clinical Unit. These frames would be billed using HCPCS code V2025. Reimbursement will be at a price negotiated with the DVHA at the time of PA request. PA will be required for all non-contract frames.

The eyeglass contractor will maintain an adequate supply of frames and component parts to meet delivery requirements.

#### **Frame Substitution/Potential Problems**

If at any time during the term of the contract a frame listed in the bid is to be discontinued by the manufacturer, the contractor is required to substitute another frame of equal quality and durability at the same price as the discontinued frame, subject to approval by DVHA. The DVHA must be notified in writing at least 30 days in advance of the change. The eyeglass contractor must notify vision care providers and will pay the cost of such notification.

The eyeglass contractor will notify DVHA of any potential problems in providing eyeglasses, lenses, frames, etc.

#### **Frame Guarantee, Replacement & Repairs**

Manufacturer warranties will be stated for frames proposed. Beyond warranty, the contractor must, at no cost to the vision care providers or DVHA, maintain an inventory of replacement parts, temples and hinges for frames offered in the contract. The replacement parts will be available to the prescribing provider upon request, and at no charge to the provider or DVHA (including no shipping costs), for the vision care provider to make repairs in his or her office.

As a general guideline, if the cost to repair is greater than 50% of the cost of new frames, a new frame is indicated.

Except as provided under the "Guarantee" clause, the Contractor will not be required to provide eyeglass repairs under the contract.

**GUARANTEE:** If within ninety (90) days after delivery an article furnished under the contract is found to be unsatisfactory due to Contractor error, defective workmanship and/or materials, the same will be corrected, adjusted or replaced by the Contractor, as necessary, without cost to the DVHA or the vision service provider or beneficiary. Such articles will be mailed at the Contractor's expense.

Errors made by prescribing providers regarding the prescriptions are not the responsibility of the Contractor. If the Vermont Medicaid beneficiary cannot wear glasses due to a prescribing or refracting error, neither the Contractor nor the DVHA will be held responsible for replacement. The vision service provider will be responsible. However, if it is a Contractor error, the Contractor will be responsible for replacement.

Annual Frame Review Sixty days prior to the renewal time or annually, the DVHA has the option to request a selection of new styles of frames to replace underutilized frames. The Contractor shall provide an itemized list of all the frames that were purchased during each year of the contract. The new replacement frames for the Sample Kit will be provided at no charge.

Throughout the term of the contract, vision service providers may communicate unsolicited reports on the general quality of the products and services relating to the DVHA eyeglass contract to DVHA. The DVHA eyeglass contract administrator reserves the right to have any contracted frame replaced with one of better quality at the contracted price when reports from vision service providers exceed 3, within a 6 month period, about any specific frame. Any frames or lenses rejected due to nonconformity to the terms or specifications of the contract, whether held by the DVHA or returned, will be at the Contractor's risk and expense.

#### **Lens Standards & Bid Requirements**

All lenses supplied must be first quality ophthalmic lenses. Lens material is limited to polycarbonate, as prescribed, including single vision, bifocal and trifocal lenses. Final manufacturing process will be done by a U.S. manufacturer and must meet current standards set by the American National Standards Institute (ANSI) Z80.1.

Lenses will have a factory-applied scratch resistant coating on both sides of the lens as a standard feature or have a built-in scratch-resistant coating.

#### **Lens Mounting Requirements**

Lenses ordered with frames under this agreement shall be hardened, edged and mounted in frames under the contract. There must be no additional charge for edging lenses for use with metal frames.

Where lenses alone are ordered and the vision care provider sends along frames that are not part of the contract, the contractor shall mount these lenses at no additional cost; except that:

- If the contractor makes a professional judgment that mounting these lenses is either impossible or may reasonably be expected to damage the frames, the contractor will be under no obligation to mount the lenses in such frames; and/or
- If the contractor makes a professional judgment that the frames are new frames which have not been worn (e.g., the frames have price tags attached, glass or plastic demo plugs in the lens housing or are otherwise obviously new frames), the contractor will be under no obligation to mount the lenses in such frames.

Whenever the eyeglass contractor determines that either of the exceptions cited above applies, the frames, along with the prescription, must be returned to the vision care provider with the eyeglass contractor's explanation as to why they were not mounted. In such situations, the lens prescriptions cannot be filled.

#### **Cosmetic Consideration**

In the interest of appearance and cosmetics, DVHA will consider Prior Authorization when requested by the prescribing provider for special surfaced high (+) lenses. This may be a consideration for lenses to correct hyperopia in the higher powers (over a +3) when lens thickness may affect appearance. The PA request to get surfacing applies when lenses may be thick.

#### **Lens Replacement Requirements**

If a beneficiary's lenses are lost, broken or scratched to the extent that visual acuity is compromised (determined by dispensing provider), the eyeglass contractor shall replace the lenses at the contracted price. If the lenses are from frames not covered under the contract and the lenses cannot be adapted to the frames, then a new pair of lenses and frames must be ordered and dispensed.

#### **Inspection, Defects & Errors**

The eyeglass contractor shall complete all orders according to vision care provider instructions. The contractor is responsible for inspection and assuring the product shipped meets requirements (bench adjustments, axis, etc.). The contractor shall replace, at no cost to DVHA, lenses containing defects or errors caused in the provision of lenses. Such defects or errors include, but are not limited to, lenses which are broken, scratched or chipped when received by the provider or lenses which deviate from the provider's prescription beyond deviation standards permitted by the current ANSI Z80.1 standard.

The provider shall return such defective lenses to the Contractor within seven (7) days of receipt, noting the nature of the defect. The Contractor shall assume all shipping and handling charges for materials returned due to Contractor error, defect or damage.

#### **Special Lenses & Miscellaneous Services**

The contractor shall supply special lenses and miscellaneous services as necessary to complete a prescription order. Prior Authorization (PA) may be required. It is the

responsibility of the contractor to verify that a PA number was received by the vision service provider and is on the order form.

### **Cases**

Eyeglass cases are a requirement for this contract. Contractor will include one case, to help protect the eyeglasses during shipping and for use by the eyeglass recipient, with each pair of eyeglasses supplied under the contract. Bidder will indicate price per eyeglass case on price list and include a sample of case(s) that will be provided. Color and other options should be stated with the proposal.

### **Order Review / Processing And Claims**

The Contractor will submit the CMS-1500 claim forms directly to DVHA's fiscal agent for electronic claims processing for payment.

Orders/prescriptions received by the contractor must be date/time stamped upon receipt. The contractor will retain a copy of each order received.

Upon receipt of each order, the contractor will review each order for completeness and conformity with Vermont Medicaid Rule and program policy and procedure. Prior authorization (PA) requirements must be adhered to by vision service providers and contractor. Discrepancies must be resolved prior to dispensing. If forms are improperly completed or illegible, the Contractor shall attempt to clarify the information with the ordering vision care provider by telephone. If the necessary information cannot be reasonably obtained by telephone, the incomplete or illegible form shall be returned to the vision service provider within three (3) business days with an explanation of the reason for return. Processing time will begin once all discrepancies have been resolved. Contractor will review and resolve all discrepancies upon receipt of order.

The Contractor's copy must be date/time stamped with the time the order was shipped. Contractor must have staff available by phone to interact with vision service providers regarding orders. Contractor should refer Medicaid Rule and DVHA policy and procedure questions to appropriate DVHA staff.

Orders/prescriptions must be retained for 7 years.

### **Shipping Costs**

The Contractor will be responsible for all shipping and handling costs relating to ordering and delivery of eyeglasses, lenses, frames and related parts under this contract. No additional charges are allowed beyond bid prices.

### **Contact Information**

The eyeglass contractor shall maintain a toll-free telephone number accessible from Vermont, New Hampshire, New York and Massachusetts. Live voice response and hours of operation

will include 8:00 a.m. through 4:30 p.m. Eastern Standard Time, Monday through Friday excluding holidays. The bidder will specify primary contact information regarding this RFP and any resulting contract.

### **Delivery Requirements**

The eyeglass contractor shall fill all orders and ship to the ordering provider within six working days of receiving the order with a properly completed prescription. The first of the six working days will be the work day immediately following the date the order is received; orders shall be date-stamped by the contractor on the date of receipt. The contractor will maintain a delivery system to ensure orders are completed and delivered within these timeframes. The contractor shall promptly notify the vision service provider in instances when a prescription will require more than six working days for completion. The eyeglass contractor must notify the vision care provider within 48 hours of receipt of order if the prescription cannot be filled as requested.

The eyeglass contractor will inspect materials with strict adherence to current ANSI Z80.1 standard and correct any issues prior to shipping. Successful delivery also includes proper packaging to ensure no damage occurs in transit and the correct material is shipped within the specified period.

All goods specified will be shipped, prepaid and individually, per prescription order; however, if multiple orders are received from the same provider, and the order can be filled within the delivery time frame, orders may be combined.

### **OTHER CONTRACTOR DUTIES**

#### **Training**

The Contractor will submit a plan for training or otherwise communicating to vision service providers the procedure for ordering eyeglasses under the contract. This will be required within 7 days of contract notification. Notification of training and communication is the responsibility of the contractor.

#### **Communications**

All contractor communications with providers regarding provisions of the contract will be submitted to DVHA prior to dissemination. The contractor is responsible for all associated costs.

#### **Liaison**

The Contractor shall effect and maintain liaison with and fully cooperate with designated DVHA personnel with respect to the direction and performance of contractual responsibilities. Performance/Problem Reporting

The Contractor shall, no later than three days after the discovery of any problem that may jeopardize the successful completion of its contractual responsibilities and obligations, notify

DVHA in writing regarding the problem and including a recommendation for expeditious resolution.

#### **Suspected Fraud, Waste & Abuse**

The DVHA's Program Integrity (PI) Unit strives to ensure that Medicaid funds are utilized appropriately through the identification and reduction of Medicaid fraud, waste and abuse. Quality control measures designed to control rising costs and protect diminishing state resources help protect the integrity of the Medicaid program. The provider shall refer to DVHA any suspected fraudulent or abusive practices encountered by the provider in the performance of its contractual responsibilities. The provider shall provide, on a timely basis, any documentation possessed by the provider which may be necessary to investigate or document suspected instances of Medicaid fraud or abuse. Additional information and a reporting form is located at <http://dvha.vermont.gov/for-providers/program-integrity>.

#### **Security**

The Contractor will ensure that all eligibility information is confidentially and securely maintained in conformity with applicable state and federal requirements and the safety and security of all information, data, and procedures is protected in the performance of the contract. All hardware and software used to support operations shall comply with the Health Insurance Portability and Accountability Act (HIPAA).

### **III. REPORTING AND AUDITING REQUIREMENTS**

The Contractor will provide the State/DVHA with a detailed summary report which includes the quantity of goods provided under the contract. The reports must, at minimum, include:

- Reporting period dates
- Date of report
- Quantity of lenses, frames and parts by HCPCS codes
- Total number of frames with lenses
- Total number of frames without lenses
- Total number of frames by frame name/data itemizing frame style selections
- Number of orders filled as a result of provider error
- Number of orders filled as a result of contractor error.

The Contractor will deliver quarterly and annual reports to DVHA, with reports delivered no more than 15 days after the end of the reporting period.

Sample reports should be submitted with the response to this RFP and are subject to content and format approval by DVHA during contract implementation. The reports will be submitted in electronic reporting format to:

Daljit Clark, RN CPC  
Director of Clinical Operations Unit  
312 Hurricane Lane Suite 201, Williston VT 05495

The Contractor shall maintain files and records of orders, prescriptions and related information for seven years after and make those available upon request.

#### **IV. DVHA RESPONSIBILITIES**

##### **Purchase Of Materials**

The DVHA shall reimburse the contractor resulting from this RFP for eyeglass materials as described under any resulting contract ordered by enrolled Medicaid providers as Vermont Medicaid Program benefits for eligible beneficiaries.

##### **Payment**

The DVHA, through its fiscal agent, shall render full payment to the contractor in accordance with all applicable provisions of the Vermont Medicaid State Plan.

##### **Policy Changes**

The DVHA will notify the contractor of any policy changes that might affect the volume of materials to be dispensed prior to implementation.

##### **Provider List**

The DVHA can provide the contractor with a list of Medicaid-enrolled vision care providers. Currently, there are approximately 127 enrolled optometrists and opticians, with an estimated 94 billing for services and 39 of those bill for fittings and repairs.

##### **Prior Authorization List**

The DVHA will provide the contractor with a list of vision codes that require PA. This information is also available to all providers online <http://dvha.vermont.gov/providers/claims-processing-1>.

#### **V. PRIOR AUTHORIZATION REQUIREMENTS**

Eyeglass services will be furnished by the contractor only after receipt of a properly completed order form and prior authorization (PA), if applicable, as determined by current Medicaid and DVHA policy. The vision service provider will be responsible for obtaining prior authorization from the DVHA Clinical Unit. The Contractor is responsible for verifying that PA was received.

Certain HCPCS codes will require PA from DVHA. These codes will be identified at the time of contract. These may include, but are not limited to: deluxe frames; deluxe lens features; special lenses; photochromatic tint or other additions to lens; polarization, oversize lens, progressive lens.

Prior authorization is required for the following (Medicaid Rule 7316.4):

- special lenses;
- photo-sensitive lenses;

- the replacement of frames or lenses other than those that are broken or lost within the 24-month period.

Additionally, prior authorization is required for replacement of eyeglasses earlier than the coverage limit of one pair of eyeglasses per year for children under the age of six (6), and for beneficiaries age six (6) and older and under age 21, one pair of eyeglasses per two years when:

- lenses are scratched to the extent that visual acuity is impaired. Vision service providers will make the clinical determination and document reason in regard to the eyeglasses, lenses or frames being broken beyond repair or visual acuity being compromised
- a change of at least one-half diopter in lens strength is certified by the vision service provider on the order form.

Add-ons will require Prior Authorization (PA).

Prior authorization for medical necessity for a frame that is too small (outgrown) will be considered. Prior authorization is NOT required if eyeglasses are lost or broken beyond repair. If only the lens(es) is damaged, the original frame must be used when replacing the lens(es). If only the frame is broken and there is no damage to the lenses, only the frame may be replaced.

**Notice of Decision:** The external distribution of the Notice of Decision following the Prior Authorization request is sent directly to each of the following to expedite the process: 1) the beneficiary, 2) the vision service provider and 3) the eye glass contractor.

**Date of Service:** The date of service (DOS) must fall within the Start / Stop dates as determined by the DVHA Clinical Unit on the Notice of Decision.

**ORDERS FROM QUALIFIED PROVIDERS:** Eye and vision care services must be provided by a licensed physician or optometrist and actively enrolled in Vermont Medicaid. A licensed optician, optometrist or ophthalmologist actively enrolled with Vermont Medicaid can provide eyeglass-dispensing services.

Medicaid vision service providers will submit orders/prescriptions directly to the eyeglass contractor. Eligibility verification is required for the beneficiary. Prior authorization (PA) number, if applicable, is the responsibility of the vision service provider; however, the contractor is responsible for monitoring adherence to Medicaid Rule and PA requirements as stated in Medicaid Rule, the RFP/ contract and Vision Care clinical guidelines - <http://dvha.vermont.gov/for-providers/clinical-coverage-guidelines>.

All orders/prescriptions from providers must be in writing and submitted to the contractor. No telephone orders will be accepted.

**PROVIDER PROCEDURE MANUALS** The Provider Manual is available at <http://vtmedicaid.com/Downloads/manuals.html>.

## **2. ATTACHMENT B PROGRAM COSTS/PAYMENT PROVISIONS**

### **I. PROGRAM COSTS**

In this section, describe the bidder's proposed costs and rates for this program by submitting the completed budget form (Schedule A) which can be found in Appendix B.

Proposals will be evaluated on total costs, administrative versus direct service costs and the narrative describing your company's experience fiscally managing contracts of comparable scale, scope and complexity.

### **II. INVOICES**

Contractor will bill the State on or about the first of each month for services authorized under the contract and provided during the previous month. Upon timely and accurate submission of invoices, the State will pay the Contractor for the services on a NET 30 days payment term.

**2.II.1.** Invoice will be in such form as may be required by the State and will contain the following:

**2.II.1.1.** Contract number (listed on the front page of the contract)

**2.II.1.2.** Contractor's signature

**2.II.2.** The invoice requirements apply to all the programs covered under this RFP.

Invoices are to be sent to: Meaghan Kelley  
Contract & Grant Administrator  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495  
Meaghan.Kelley@state.vt.us

# **APPENDIX A**

## **REQUIRED GENERAL FORMS**

**REQUEST FOR PROPOSAL**

This form must be completed and submitted as part of the response for the proposal to be considered valid. The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sale are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE**

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to contract issuance. If the certificate of insurance is not received by the identified single point of contact prior to contract issuance, the State of Vermont reserves the right to select another vendor. Please reference this RFP# when submitting the certificate of insurance.

Insurance Certificate: Attached \_\_\_\_\_ Will provide upon notification of award: (within 5 days)

Delivery Offered \_\_\_\_\_ Days After Notice of Award      Terms of Sale \_\_\_\_\_

Quotation Valid for \_\_\_\_\_ Days \_\_\_\_\_      Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_      Telephone Number: \_\_\_\_\_

Fed ID or SS Number: \_\_\_\_\_      Fax Number: \_\_\_\_\_

By: \_\_\_\_\_ Name: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed)      (Type or Print)

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**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote number.

**CERTIFICATIONS AND ASSURANCES**

I/we make the following certificates and assurances as a required element of the bid or proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 120 days following receipt, and it may be accepted by the DVHA without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120 day period.
3. In preparing this proposal or bid, I/we have not been assisted by any current employee of the State of Vermont whose duties related (or did relate) to this proposal, bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal or bid. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document).
4. I/we understand that the DVHA will not reimburse me/us for any costs incurred in the preparation of this proposal or bid. All proposals or bids become the property of DVHA.
5. I/we understand that any contract(s) awarded as a result of this RFP will incorporate terms and conditions substantially similar to those attached to the RFP. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as a Contractor.
6. I hereby certify that I have examined the accompanying RFP forms prepared by: \_\_\_\_\_ for the funding period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that to the best of my knowledge and belief, the contents are true, and correct, and complete statements prepared from the books and records of the provider in accordance with applicable instructions, except as noted.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**RATE SHEET**

(to be included in the proposal packet)

Company Name: \_\_\_\_\_

Contract Person for all RFPS: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Program:  
\_\_\_\_\_Proposed Rate(s)  
\_\_\_\_\_  
**(daily rate, if applicable)**

## PROPOSED CHANGES TO STANDARD TERMS AND CONDITIONS

### I. STATE AND AGENCY CUSTOMARY CONTRACTING PROVISIONS

The following attachments shall be included in any contract(s) resulting from this RFP:

- **Attachment C:** <http://dvha.vermont.gov/administration/attachment-c-revised-932014.pdf>
- **Attachment E:** <http://dvha.vermont.gov/administration/attachment-e-092113.pdf>
- **Attachment F:** <http://dvha.vermont.gov/administration/attachment-f-121010.pdf>

Please provide a signature acknowledging the Vendor has reviewed the above Attachments.

Print Name/Signature of Authorized Personnel	Date

### II. PROPOSED CHANGES TO SOV'S STANDARD TERMS & CONDITIONS

Please list and clearly explain any additional exceptions to the State of Vermont's General Terms and Conditions set forth in this RFP, including the State and Agency Customary Contracting Provisions (**or state "No changes proposed"**). **If no proposed changes are listed, the Vendor is indicating that no changes to the Terms and Conditions are proposed, and that the Vendor intends to accept them as written if the Vendor's Proposal is selected.**

- The Vendor may add rows as appropriate.
- Please do not submit Vendor's Standard Terms and Contracting Provisions in lieu of stipulating exceptions below.
- The State has no obligation to accept any exception(s).

ITEM #	ATTACHMENT	VENDOR PROPOSED CHANGES	EXPLANATION OF EXCEPTION
	(Reference specific Attachment and Section in which exception is taken)	(Vendor's proposed language to State and Agency Customary Contracting Provisions)	(Description of exception being made and rationale)
1.			
2.			

## SUBCONTRACTOR LETTERS

### **Instructions**

Provide a letter from each subcontractor that will be associated with this Contract that is signed by someone authorized to legally bind the subcontractor

The letter must include:

- The subcontractor's legal status, federal tax identification number, D-U-N-S number, and principal place of business address;
- The name, phone number, fax number, email address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations;
- A description of the work the subcontractor will do;
- A commitment to do the work if the Vendor is selected; and

A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.

**SUMMARY OF FUNDS**  
 (to be included in the proposal packet)

Organization Name \_\_\_\_\_  
 Fed ID # \_\_\_\_\_

Summary of Funds received during your current fiscal year  
 \_\_\_\_\_ to \_\_\_\_\_

Source of Funds	Contract/grant total award	Briefly describe activities supported by these funds
Income total		

## **APPENDIX B**

### **REQUIRED COVER SHEET AND REPORTING FORMS**

**DEPARTMENT OF VERMONT HEALTH ACCESS****APPLICANT INFORMATION SHEET**

(To be included in the proposal packet)

**\*\*NOTE:** This information sheet must be included as the cover sheet of the application being submitted. Be sure to complete this form in its entirety. Please fill out and attach a w-9 to this form signed by the duly appointed signing official for your company.

**Applicant Organization:** \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town, State, ZIP: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

**Fiscal Agent (Organization Name):** \_\_\_\_\_

FY Starts: \_\_\_\_\_ FY Ends: \_\_\_\_\_

Financial Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town, State, ZIP: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

**Whom should we contact if we have questions about this application?**

Name \_\_\_\_\_ Phone Number \_\_\_\_\_

**SCHEDULE A: SUMMARY OF COSTS**
**BUDGET SUBMITTAL FORM**

<b>BUSINESS NAME:</b>			
<b>CONTACT NAME AND NUMBER:</b>			
<b>LINE #</b>	<b>BUDGET CATEGORY</b>	<b>PAID HOURS</b>	<b>TOTAL COST</b>
<b>DIRECT PROGRAM COSTS SALARIES:</b>			
1			
2			
3			
4			
5			
6	TOTAL SALARIES		
7	FRINGE BENEFITS		
8	% OF SALARIES		
<b>DIRECT OPERATING:</b>			
9	CONTRACTED- PERSONNEL		
10	CONTRACTED - SERVICES		
11	TELEPHONE/ CELL PHONE		
12	SUPPLIES		
13	TRAVEL		
14	TRAINING		
15	BUILDING RENT OR MORTGAGE/UTILITIES (ONLY IF NOT CO-LOCATED)		
16	INSURANCE		
17	PRINTING		
18	POSTAGE		
19	ACTIVITIES (FOR COMMUNITY SKILLS WORK)		
20	TOTAL OPERATING		
21	TOTAL DIRECT COSTS		
<b>INDIRECT ALLOCATIONS:</b>			
22	ADMINISTRATION (NOT TO EXCEED 13%)		
23	IT EQUIPMENT		
24	REPAIR & MAINTENANCE		
25	TOTAL INDIRECT		

26	TOTAL COSTS		
27	TOTAL DIRECT SERVICE/ SUPERVISION FTEs		

(Schedules B, C and D are to be included in the proposal packet)

**SCHEDULE A\*: BUDGET SUBMITTAL FORM INSTRUCTIONS**

**General Instructions:**

The Budget Submittal Form is a generic form designed to best fit all Program Proposals. **Please read the program specifications carefully and follow the format to ensure that each budget item is considered for submittal**

**Form A Detailed Instruction:**

**Lines 1-6 – Salaries**

1-5 – Enter position titles in Column B. Enter paid hours for the contract period in Column C. Enter total salary for each position for the contract period.

6 – Sum of lines 1 –5

**Line 7 – Fringe Benefits**

Enter the total fringe benefits to be paid for the total salaries on line 6 (*max 25% – 33%*)

**Line 8 - % of Salaries**

Line 7/Line 6

**Lines 9-20 – Direct Operating**

9-19 – Enter the total to be paid for each line item during the contract period. Include any additional items not included in 9-15 on lines 16-19.

20 – Sum of lines 9-19.

**Line 21 – Total Direct Costs**

Sum of lines 6, 7, and 20.

**Lines 22-26 – Indirect Allocations**

22-25 – Enter the total company costs to be allocated to this program for the contract period. Include any additional items not included in 22-23 on lines 24-25.

26 – Sum of lines 22-25.

**7). Line 27 – Total Costs**

**8.) Line 28 – Total number of direct service/supervision FTEs funded by this contract**

**\*A completed Schedule A is to be included in the Proposal Packet.**

**SCHEDULE B DETAIL OF EXPENSES**

In narrative form explain how figures for salary, benefits, phone, mileage, buildings and facilities were determined.

**SCHEDULE C ALLOCATION OF EXPENSES**

In narrative form, describe your method for allocating your administrative costs.

**SCHEDULE D RELATED PARTY DISCLOSURE**

Please identify all related party relationships including cost purpose and approval process.