



STATE OF NORTH CAROLINA

**Department of Health and Human Services
Division of State Operated Healthcare Facilities**

Invitation for Bid #: 30-26064

OPTOMETRIST SERVICES

Date of Issue: May 13, 2026

Bid Opening Date: June 4, 2026

At 2:00PM ET

Direct all inquiries concerning this IFB to:

Sarah Gainey, NCCM
DSOHF Facility Type Manager
Email: Sarah.Gainey@dhhs.nc.gov
Phone: (919) 397-4804



STATE OF NORTH CAROLINA

Invitation for Bid

30-26064

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.
Failure to do so may subject your bid to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered Vendor in good standing. You must enter the Vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a Vendor number, register at <https://evp.nc.gov/SignIn>

STATE OF NORTH CAROLINA DHHS - DIVISION OF STATE OPERATED HEALTHCARE FACILITIES	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.5 for details: <i>Sarah Gainey, DSOHF Facility Type Manager</i>	Invitation for Bid No.: 30-26064
	Bids will be publicly opened: June 4, 2026 at 2:00PM ET
Using Agency: Central Regional Hospital, Cherry Hospital, Broughton Hospital & Murdoch Developmental Center	Commodity No. and Description: 851217 – Healthcare provider specialist services
Requisition No.: TBD	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its Sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Bid Number: 30-26064

Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

<p><u>FOR STATE USE ONLY:</u> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of Division of State Operated Healthcare Facilities)</p>
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1.0 PURPOSE AND BACKGROUND

The Division of State Operated Healthcare Facilities (DSOHF) oversees and manages thirteen (13) state operated healthcare facilities that treat adults and children with mental illness, developmental disabilities, substance abuse disorders, and neuro-medical needs. In collaboration with our partners and with a commitment to rights, equity, and inclusion, we provide a system of high-quality care to individuals whose complex behavioral and medical needs exceed the level of care available in the community.

The purpose of the contract shall be for the provision of providing on-site optometry services by a licensed optometrist who has experience in treating persons with intellectual and/or developmental disabilities, mental illness, substance use disorders, and neuro-medical needs. This contract will allow for examinations, diagnostic evaluations, and treatment in the field of Optometry.

The intent of this solicitation is to obtain and award an Agency Specific Term Contract for the purpose of providing Onsite Optometry Services for the following DSOHF facilities below:

DSOHF Facilities			Approximate Patients
Murdoch Developmental Center	1600 East C Street	Butner, NC 27509	300
Central Regional Hospital	300 Veazey Drive	Butner, NC 27509	300+
Cherry Hospital	1401 West Ash Street	Goldsboro, NC 27530	200+
Broughton Hospital	1000 South Sterling Street	Morganton, NC 28655	300+

1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on October 1, 2026 (the “Effective Date”) or, whichever is later.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/Vendor-training>.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor’s responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and

specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor’s bid that purports to vary any terms and conditions or Vendors’ instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	May 13, 2026
Submit Written Questions	Vendor	May 20, 2026 by 4:00PM ET
Provide Response to Questions	State	May 21, 2026 by 4:00PM ET
Submit Bids	Vendor	June 4, 2026 at 2:00PM ET Microsoft Teams meeting Join: https://teams.microsoft.com/meet/269801542110658?p=fes4URoD8FWoundcnB Meeting ID: 269 801 542 110 658 Passcode: Wk7Be6st Need help? System reference Dial in by phone +1 984-204-1487,,908813463# United States, Raleigh Find a local number Phone conference ID: 908 813 463# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 112 790 868 5 More info

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB.

Vendors will enter “**IFB # 30-26064 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

2.7 BID CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- b) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- c) Vendor’s Response Section **4.10 SECRETARY OF STATE REGISTRATION, 5.1 SPECIFICATIONS, 5.3 APPLICABLE LICENSES, CERTIFICATION, REGISTRATION** and Section **6.1 CONTRACT MANAGER AND CUSTOMER SERVICE**.
- d) Completed version of **ATTACHMENT A: PRICING FORM**
- e) **ATTACHMENT C: NC CONTRACT TERMS AND CONDITIONS – MEDICAL SERVICES**
- f) Completed and signed version of **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- g) Completed and signed version of **ATTACHMENT E: CUSTOMER REFERENCE FORM**
- h) Completed and signed version of **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**
- i) Completed and signed version of **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**
- j) Completed and signed version of **ATTACHMENT H: FEDERAL CERTIFICATIONS**
- k) Completed and signed version of **ATTACHMENT I: STATE CERTIFICATIONS**
- l) Completed and signed version of **ATTACHMENT J: STATE OF NORTH CAROLINA SUBSTITUTE W-9**
- m) Completed and signed version of **ATTACHMENT K: NC DHHS BUSINESS ASSOCIATE ADDENDUM**
- n) **ATTACHMENT L: DSOHF VACCINATION POLICY AND ATTESTATION STATEMENT**
- o) **ATTACHMENT M: FRAUD, WASTE, AND FINANCIAL ABUSE COMPLIANCE**
- p) **ATTACHMENT N: DHHS ENVIRONMENTAL HEALTH AND SAFETY HANDBOOK**

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **AGENCY SPECIFIC TERM CONTRACT:** A contract intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- b) **BROUGHTON HOSPITAL (BH):** One of three regional psychiatric hospitals with statutory responsibility for operating as a part of the Division of State Operated Healthcare Facilities within the North Carolina Department of Health and Human Services to provide help and support to North Carolinians and their families experiencing mental illness. The hospital serves the western 37 counties of North Carolina, approximately 35% of the total population, as part of the state’s system of care and treatment for persons with mental illness.

- c) **CENTRAL REGIONAL HOSPITAL (CRH):** One of three State psychiatric hospitals in North Carolina. It is operated by the Division of State Operated Healthcare Facilities (DSOHF) within the North Carolina Department of Health and Human Services. The hospital provides psychiatric and medical care to adults and adolescents in 25 counties in the central region of North Carolina. CRH also services children aged 11 and under from all 100 counties of North Carolina.
- d) **CHERRY HOSPITAL (CH):** One of three psychiatric hospitals operated by the NC Department of Health and Human Services. CH provides services to 38 counties in the eastern region of North Carolina.
- e) **DHHS:** The Department of Health and Human Services.
- f) **DSOHF:** Division of State Operated Healthcare Facilities.
- g) **MURDOCH DEVELOPMENTAL CENTER (MDC):** One of three state operated developmental centers, primarily serving 25 counties of the Central Region. Murdoch provides services and support to people with intellectual and developmental disabilities (IDD), complex behavioral challenges and or medical conditions whose clinical treatment needs cannot be supported in the community.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the procurement lead named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the procurement lead named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the *electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the State’s information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: PRICING FORM** and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.2 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

4.4 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using **ATTACHMENT E: CUSTOMER REFERENCE FORM**, for which it has provided services of similar size and scope to those proposed herein. References shall not be from the same company or from the soliciting State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company has provided services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Bid.

4.5 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.6 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.7 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

4.9 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.10 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this

documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute “transacting business” in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor has registered with the North Carolina Secretary of State: Yes No

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

This IFB is for the provision of awarding a Vendor to provide on-site optometry services for individuals residing at DSOHF facilities through monthly scheduled on-site clinics. Optometry services are beyond the scope of practice for the DSOHF primary physicians, and therefore these services must be contracted through a formal contractual agreement with Optometry professionals who can provide regular, recurring services in a timely manner.

The specific items and any specifications that the Procurement Entity is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

VENDOR’S RESPONSE

Item #	Specifications	Product/Service Offered Meets Specification
1	Vendor agrees to provide at minimum, annual evaluations, and any problems suspected are reported and a follow-up assessment is completed.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Vendors agrees to follow-up on recommendations for referrals to specialists for specific examinations or evaluations and treatments, and those medical services must be provided to the resident/patient if not provided in-house.	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Vendor will provide one (1) on-site clinic monthly at Cherry Hospital and Broughton Hospital. Two (2) clinics per month at Central Regional Hospital and Murdoch Developmental Center, or as mutually agreed upon Contractor and the Medical Director at the State facility.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	In order to safeguard the health of residents and staff, all contractors shall be required to receive an Influenza vaccination by October 31 st of the current contract year. Proof of annual vaccination shall be submitted to the Infection Control Nurse Manager at the Nursing Department of each facility by the Contract Manager for that facility. The Contract Manager for each location will be provided at the time of award.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.2 TASKS/DELIVERABLES

Contractor will provide on-site Optometry Services to individuals residing at each DSOHF facility who need these services.

Services included in this contract will consist of:

1	Contractor shall provide high quality optometry services to individuals residing at the State facility.
2	Contractor shall provide on-site optometry services through facility-based clinics held at each State facility.

3	Contract shall provide two (2) on-site clinics monthly for Central Regional Hospital and Murdoch Developmental Center. Each on-site clinic will be held for a period of four (4) hours each, or as mutually agreed to by Contractor and the Medical Director at the State facility.
4	Contractor shall provide one (1) on-site clinic monthly at Cherry Hospital and Broughton Hospital. Each on-site clinic will be held for a period of eight (8) hours each, or as mutually agreed to by Contractor and the Medical Director at the State facility.
5	Schedule of Work – Facility will work with the Contractor scheduling coordinator to arrange scheduling of on-site optometry referrals and clinics.
6	Notification of scheduling issues or cancellation of clinics shall be provided to the State facility within twenty-four (24) hours of the clinic.
7	Contractor shall be responsible for all taking hand-written notes at the time of service and provide State representative medical staff with written documentation of clinical findings and recommendations on the day of the clinic visit.
8	Contractor shall promptly report any urgent clinical findings to the facility attending.
9	Contractor shall report any abnormal findings or pathology of the eye to the attending physician for referral to an ophthalmologist.
10	Services included in this contract include appropriate evaluation and treatment of visual activity, recognition of visual impairments and adequate visual assessment/evaluation and treatment. Evaluations will include the prescription of Rx's and fitting of glasses as needed.
11	Services include detecting, diagnosing, and prescribing medications to treat eye diseases, such as glaucoma, retinal disorders, lid diseases, and infections, evaluation and treatment of vision conditions such as nearsightedness, farsightedness, astigmatism, and presbyopia. Performing minor surgical procedures such as removing foreign bodies from the eyes.
12	Patient Information – State employee representative shall provide any pertinent patient medical history and relevant information to the contractor as requested. Facility shall track receipt of eye glass prescriptions on clinic date. Facility Attending Physician's shall review 100% of optometry reports for recommendation's based on the optometrist's clinical impressions. Attending physicians shall discuss any concerns regarding the Optometry services provided with the Director of Physician Services and Director of Health Services, who will follow up with any concerns with the optometrist as indicated.
13	All patient information will be treated according to HIPAA guidelines as described in ATTACHMENT K: NC DHHS BUSINESS ASSOCIATE ADDENDUM.
14	Perform all associated work through a schedule that is mutually agreed upon by the Contractor and the State facility.
15	Perform work at the State facilities in accordance with the Division's Medical Staff Bylaws including successful clearance and credentialing through Human Resources and credentialing office followed by maintenance of current credentials.
16	Adhere to all applicable State and Federal Laws governing the confidentiality of patient information.
17	Maintain professional liability insurance in at least the amount of \$1 Million per occurrence, \$3 Million per aggregate during the term of the contract.
18	Provide written notification to the Division from the insurance company in the event insurance is terminated due to cancellation or expiration.
19	Certify that the Optometrist has not been either disbarred or excluded from participation in the Medicare or Medicaid Healthcare Programs.
20	Reimburse the Contractor at rate indicated on ATTACHMENT A: PRICING FORM for approximate hours per month for services rendered as described and in accordance with the approved budget.
21	Sedation – State employee representative shall assess the individual and prescribe sedation where medically indicated.
22	A State employee representative will accompany the individual to the eye clinic appointment and provide support to the individual as required to facilitate the examination.

23	The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
24	The Contractor shall report a suspected or confirmed security breach to the State’s Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contract shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
25	Contractor shall complete ATTACHMENT L: DSOHF VACCINATION AND ATTESTATION STATEMENT prior to starting services under this Contract.
26	Contractor shall complete ATTACHMENT N: DHHS ENVIRONMENTAL HEALTH AND SAFETY HANDBOOK prior to starting services under this Contract and any additional orientation from the Facility that is required.
27	Travel – No additional charges for travel, lodging, fuel are to be issued to the State. Housing accommodations may be provided for facilities that are long distance with prior reservation.

5.3 APPLICABLE LICENSES, CERTIFICATION, REGISTRATIONS

ITEM #	REQUIREMENTS	INCLUDED WITH RESPONSE
1	Copy of current License/Certification/Registration is included in this response	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Copy of current Professional Liability Insurance	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Copy of current Malpractice Insurance Policy.	<input type="checkbox"/> YES <input type="checkbox"/> NO

5.4 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods and/or services. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do not list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues, issues concerning performance, and progress review.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues to include scheduling and clinic services.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 INVOICES

Vendor shall invoice the Procurement Entity. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Procurement Entity with an invoice for each order. Invoices shall include detailed information to allow Procurement Entity to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer’s Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

All invoices must be sent to the following addresses:

NC DHHS – Murdoch Developmental Center
 ACCOUNTING DEPARTMENT ATTN: AP
 205-A WEST E ST
 BUTNER, NC 27509
dhhs.ooc.ap.butner@dhhs.nc.gov

NC DHHS – Central Regional Hospital
 ACCOUNTING DEPARTMENT ATTN: AP
 205-A WEST E ST
 BUTNER, NC 27509
dhhs.ooc.ap.butner@dhhs.nc.gov

NC DHHS – Cherry Hospital
 ACCOUNTING DEPARTMENT ATTN: AP
 1401 W ASH STREET
 GOLDSBORO, NC 27530
dhhs.ooc.ap.goldsboro@dhhs.nc.gov

NC DHHS – Broughton Hospital
 ACCOUNTING DEPARTMENT ATTN: AP
 1000 SOUTH STERLING STREET
 MORGANTON, NC 28655
dhhs.ooc.ap.morganton@dhhs.nc.gov

6.3 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the

Services or Goods are approved as acceptable by the Contract Manager.

Acceptance of Vendor's work product shall be based on the following criteria:

- 1) 95% satisfactory rating of services as helpful to the health of patients/residents.
- 2) Onsite clinics provided as outlined in Section 5.0.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.5 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.6 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be done through the Contract Administrator.

6.7 ATTACHMENTS

All attachments to this IFB are found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Vendor shall provide Onsite Optometry Services as outlined in **Section 5.0**.

NOTE: Hourly rates listed within the Pricing forms below include travel rates, lodging, fuel costs, etc.

MURDOCH DEVELOPMENTAL CENTER					
ITEM #	ESTIMATED ANNUAL QTY	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)	EXTENDED ANNUAL VALUE
1	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2026 – September 30, 2027	\$ _____	\$ _____
TOTAL CONTRACT VALUE YEAR 1:					\$ _____
2	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2027 – September 30, 2028	\$ _____	\$ _____
TOTAL CONTRACT VALUE YEAR 2:					\$ _____
3	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2028 – September 30, 2029	\$ _____	\$ _____
TOTAL CONTRACT VALUE YEAR 3:					\$ _____

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CENTRAL REGIONAL HOSPITAL					
ITEM #	ESTIMATED ANNUAL QTY	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)	EXTENDED ANNUAL VALUE
1	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2026 – September 30, 2027	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 1:					\$_____
2	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2027 – September 30, 2028	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 2:					\$_____
3	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: Two (2) four (4)-hour onsite clinics per month Term: October 1, 2028 – September 30, 2029	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 3:					\$_____

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CHERRY HOSPITAL					
ITEM #	ESTIMATED ANNUAL QTY	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)	EXTENDED ANNUAL VALUE
1	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2026 – September 30, 2027	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 1:					\$_____
2	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2027 – September 30, 2028	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 2:					\$_____
3	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2028 – September 30, 2029	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 3:					\$_____

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BROUGHTON HOSPITAL					
ITEM #	ESTIMATED ANNUAL QTY	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)	EXTENDED ANNUAL VALUE
1	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2026 – September 30, 2027	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 1:					\$_____
2	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2027 – September 30, 2028	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 2:					\$_____
3	96 (12 months @ 8 hours per month)	Hours	Onsite Optometry Service: One (1) eight (8)-hour onsite clinic per month Term: October 1, 2028 – September 30, 2029	\$_____	\$_____
TOTAL CONTRACT VALUE YEAR 3:					\$_____

FACILITY NAME	YEAR 1	YEAR 2	YEAR 3	TOTAL CONTRACT VALUE
Murdoch Developmental Center	\$_____	\$_____	\$_____	\$_____
Central Regional Hospital	\$_____	\$_____	\$_____	\$_____
Cherry Hospital	\$_____	\$_____	\$_____	\$_____
Broughton Hospital	\$_____	\$_____	\$_____	\$_____
TOTAL CONTRACT VALUE	\$_____	\$_____	\$_____	\$_____