

REQUEST FOR BID PROPOSALS

Mobile Dental Services

GENERAL INFORMATION:

RFP Issue Date: Wednesday, March 30, 2016

Proposal Number: NHVV 2016-02

Deadline for Bid Submission: Wednesday, April 27, 2016 at 10:30 AM

Date of Bid Opening: Wednesday, April 27, 2016 Time of Bid Opening: 11:00 AM

Bids must be received at the New Hampshire Veteran's Home Main Office before 10:30 a.m. on Wednesday, April 27, 2016. Bids received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed.

Bids that are not complete or are unsigned will not be considered.

Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

PLEASE NOTE: For bid opening return:

Return the Completed Bid Package with the **"Bidder's Response"** sheet signed and completed, and all attached documents as requested are enclosed in a sealed manila envelope with the following indicated on the exterior of the envelope:

Mobile Dental Services

Attention: Armand Plourde, Director of Administrative Services

139 Winter Street, Tilton, NH --- NHVV 2016-02

State of New Hampshire
Veterans Home
139 Winter Street
Tilton, NH 03276

RFP Issue Date: Wednesday, March 30, 2016
Proposal No.: NHVVH 2016-02
Date of Bid Opening: Wednesday, April 27, 2016
Time of Bid Opening: 11:00 am

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: Armand Plourde, Director of Administrative Services, **PHONE: 527-4847**

PROPOSAL For: Mobile Dental Services

Unless specifically amended or deleted by the New Hampshire Veterans Home, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the New Hampshire Veterans Home.

Bids may be issued only by the New Hampshire Veterans Home and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

Bids. Bids must be received at the New Hampshire Veterans Home before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the New Hampshire Veterans Home at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The New Hampshire Veterans Home reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the New Hampshire Veterans Home with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the New Hampshire Veterans Home are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name: _____

Address: _____

Tel. #:(local) _____ (Toll free) _____

Fax#: _____ **(E-mail)** _____

Authorized Signature: _____

(TYPE OR PRINT NAME)

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the New Hampshire Veterans Home, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegate ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

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

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. Failure to perform any of the other covenants and conditions of this agreement.

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

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

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

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

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

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

A. Scope Of Services:

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide mobile dental services to all residents within the facility.

1. The Dentist shall provide the following services:
 - a) The NHVH hereby engages the Dentist and the Dentist hereby agrees to service the NHVH as an independent contractor and comply with the standards of professional practice of the Department of Health of the State of New Hampshire and the American Dental Association.
 - b) The Dentist shall perform those services customarily performed by a dentist engaged in general practice and have dental care responsibility for patients treated by him. The services are limited to examination, oral prophylaxis, scaling, fabrication and repair of dentures, restorations, oral hygiene instruction, and extractions within the limits of general practice. Compensation for dental services not provided by the Corporation shall be the responsibility of the NHVH.
 - c) The Dentist shall provide such dental equipment and supplies necessary for the provision of the dental services under the terms of this Agreement. At all times the Dentist shall remain the sole owner of said equipment.
 - d) The Dentist shall provide professional staff licensed by the State of New Hampshire for the provision of the dental services under this Agreement.
 - e) The Dentist shall pay laboratory fees incurred in the course of services provided under the terms of the Agreement.
 - f) The Dentist shall develop written dental services and oral hygiene policies and practices for the care of the patients.
 - g) The Dentist shall assure that a current record of the patient's dental status is included in the medical record within 14 days of admission, and that any emergency needs are met within 4 days of the initial resident assessment.
 - h) The Dentist shall provide at least two in-services for nursing and other appropriate personnel in carrying out the oral hygiene and dental services policies and practices per year.
 - i) The Dentist shall assure that dental care prescribed shall be within the physical and mental capacity of the patient to receive it.
 - j) The Dentist shall establish and maintain annual examinations and routine and emergency dental care.
 - k) The Dentist shall maintain a detailed list of both routine and emergency dental services.
 - l) The Dentist shall maintain adequate dental records of all dental care given as a part of the patient's medical record.

- m) The Dentist shall comply with reasonable sanitary standards required by the Department of Health of the State of New Hampshire.
 - n) The Dentist shall provide approximately 26 dental service sessions per year. These sessions will be scheduled at least 2 per month. A session is a minimum of 4 hours and a maximum of 5 hours.
 - o) A Hygienist will provide approximately 12 dental visits per year for the purpose of patient prophylaxis, staff education, patient screenings and other administrative tasks. These visits will be on an alternating schedule with the Dentist.
 - p) The Dentist will insure that malpractice insurance is maintained by his professional staff, in the amount of \$1 million/\$3 million minimum.
 - q) The Dentist agrees to follow the non-discrimination policy of the NHVH, to discharge its obligations to treat all patients and to employ any and all persons without regard to race, creed, color, national origin, sex, sponsor or disability.
 - r) The Dentist shall make available, upon written request, the contract and books, documents and records of such Dentist, which are deemed necessary as determined by the Dentist to certify the nature and extent of expenses.
 - s) The Dentist will provide the attending physician with consultations, as necessary and appropriate for any resident examined by the Dentist.
2. The bidder shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
 3. The Bidder shall sign in and out every day as well as wear a contractors ID badge, provided by State.
 4. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
 5. The New Hampshire Veterans Home reserves the right to terminate this contract at any given time with a 30 day written notice.
 6. This bid includes a two-year extension option that may be exercised at the end of the three-year term with Governor and Council approval.

B. INVOICING:

1. The successful bidder shall agree to invoice the New Hampshire Veterans Home the amount equal to the total contract price divided by 36 months on a monthly basis. The Mobile Dental provider is also authorized to receive third party payments for services rendered to residents to the extent of any applicable insurance coverage. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NHVH business office.
2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

EXHIBIT A
SCOPE OF SERVICES cont.

3. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NHVH does not pay late charges or interest.

C. INSURANCE:

1. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:
 - a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and
 - b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.
 - c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

D. BIDS

1. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.
2. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFP.
3. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
4. The time and effort expended in bid preparation is entirely the responsibility of the bidder.
5. All Bidder correspondence and submittal shall be sent to :

New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276
Attn: Armand Plourde

Questions can also be sent via e-mail to armand.plourde@nhvh.nh.gov

E. NON-COMMITMENT OF THE STATE:

1. The solicitation of bids by this RFP does not commit the NHVH to award a contract or to pay costs incurred in the preparation of a bid proposal.
2. The NHVH reserves the right to accept, reject any or all proposals received in response to this RFP, or to cancel this RFP entirely if it is in the best interest of the State.
3. The NHVH reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

EXHIBIT A
SCOPE OF SERVICES cont.

F. TERMINOLOGY:

1. "Bidder" refers to any individual, partnership or agency which responds, in writing, to this RFP. "State refers to the State of New Hampshire; "NHVH" refers to the New Hampshire Veterans Home.
2. "Contract" is the resulting contract entered into between the NHVH and the successful Bidder.

G. TERM:

1. The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.6). Any work undertaken by the contractor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2019. With the option of extending for one (1) two (2) year period.

H. EVALUATION CRITERIA:

1. The NHVH will evaluate the bid proposals received in response to the RFP. The bid proposals must include specific responses for each item.
2. The NHVH will select the bid proposal most advantageous to the State for award; the resulting contract to be executed by the Home subject to approval by the Attorney General's Office and Governor and Executive Council, as required.
3. Failure of the bidder to provide any information requested by the RFP may result in disqualification of the bid.
4. The criteria to be used in the evaluation of the bid proposals is as follows:
 - a. The ability of the bidder to meet the minimum specified requirements contained in Exhibit A – Part 1.
 - b. The overall costs of the proposal satisfying the requirements contained in Exhibit A.
5. Bids will only be considered from Bidders that have a minimum of three years of successful experience providing mobile dental services. The Bidder shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.
6. The NHVH will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the NHVH. The selected Bidder will be notified in writing.
7. NHVH may cancel this RFP, or reject proposals at any time prior to an award.
8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.
9. The State reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the State.
10. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

EXHIBIT A
SCOPE OF SERVICES cont.

I. AWARD:

1. The bid shall be awarded to the lowest bidder meeting all the specifications listed within. The gross bid must be the exact additive total of the bid for all requirements, no partial bids will be considered.

J. Bidder's Representatives: The Bidder shall be required to supply the Contracting Officer with the name and telephone number of the Bidder's representative who will be on call incase of emergency twenty-four (24) hours a day.

Name, address, and telephone number of Bidder's agent who is on twenty-four-(24) hour call.

Name: _____

Address: _____

Telephone #: _____

K. References: Please list two references and contact persons that your firm has performed similar work for.

1. _____

2. _____

Bidders Response Sheet

Bidder hereby offers to provide mobile dental services to the NHVH in accordance with all of the requirements of this bid at the following prices for the entire contract term:

Year 1 (Total amount invoiced monthly) \$ _____ x 12 months = \$ _____

Year 2 (Total amount invoiced monthly) \$ _____ x 12 months = \$ _____

Year 3 (Total amount invoiced monthly) \$ _____ x 12 months = \$ _____

Total not to exceed amount \$ _____

1. The Dentist is also authorized to receive third party payments for services rendered to residents above and beyond those covered in this contract to the extent of any applicable insurance coverage.
2. The NHVH remains responsible for ensuring that any service provided pursuant to this contract complies with all pertinent provisions of federal, state and local statutes, rules and regulations.
3. The NHVH shall make available for the use of the Dentist a multipurpose treatment room acceptable to the Dentist and in conformity with the sanitary standards of the Department of Health of the State of New Hampshire.

EXHIBIT B
BUDGET AND METHOD OF PAYMENT

A. Invoicing:

The successful bidder shall agree to invoice the New Hampshire Veterans Home the amount equal to the total contract price divided by 36 months on a monthly basis. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NHVH does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home
139 Winter Street
Tilton, NH 03276

D. Vendor:

Vendor Name: _____

Vendor Address: _____

Mailing _____

Telephone Numbers: _____

Business: _____

Emergency: _____

EXHIBIT C
SPECIAL PROVISIONS

1. Dentist represents and warrants that he has obtained and maintained in force all licenses and permits required by federal, state and local authorities for the performance of dental services.
2. This agreement may be cancelled by either party at any time without cause by giving a 30 day notice in writing to the other party.
3. Treatment of any injury sustained by a member or patient, which in the opinion of the Commandant, was caused by such member or patient's wanton or reckless conduct, will not be covered by this contract. These incidents will be treated as personal liabilities of the member or patient for the services rendered.
4. Contractor is aware of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and agrees to comply with its regulations concerning privacy and security.
5. Insurance and Bond: Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added: "14.1.1 professional liability insurance:
 - Professional liability insurance in amounts of not less than \$1,000,000 per claim and \$3,000,000 per incident.

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFP.
2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).
3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are REQUIRED during contract signing.