County of Curry



Request for Proposals No. 2022/23.01

Vision Insurance Plan for County Employees

Issue Date: August 22, 2022

Mandatory Notice to Owner of Intent to Propose Form Due: August 29, 2022

Proposal Due: September 12, 2022 Time: 2:00 p.m.

Curry County Administration Office
417 Gidding St., Suite 100
Clovis, NM 88101
Attn: Finance Department/Procurement Office
575-763-6016

Proposals must be submitted in a sealed envelope that is clearly marked "RFP No. 2022/23.01 Do Not Open"

The Board of County Commissioners of Curry County, State of New Mexico (hereinafter referred to as "County") is hereby seeking formal, sealed proposals from qualified companies authorized to do business in the State of New Mexico to provide a group vision insurance plan for County Employees.

To be responsive, One (1) original and five (5) identical copies of the proposal and one (1) electronic version on a USB "memory stick" must be received no later than September 12, 2022 at 2:00 p.m. Mountain Time at the Curry County Administration Office, located at 417 Gidding Street, Suite 100, Clovis, NM 88101.

Proposals will be reviewed and ranked in private by an Evaluation Committee. It is possible that the Curry County Evaluation Committee will request an oral presentation. A recommendation will then be made to the Curry County Commission for award to the Offeror whose proposal is determined to be the most advantageous to the County, based upon the specific evaluation criteria as outlined in the proposal.

IMPORTANT:

Sealed Proposal along with RFP number, the offeror's name and address **MUST** appear clearly on the sealed envelope or package of all proposals.

If there is any problem regarding the following specifications or conditions that would prevent you from submitting a proposal, contact Purchasing Agent Lorraine Schlimm lschlimm@currycounty.org immediately for clarification and/or consideration of an addendum.

Proposals may be mailed to Curry County Finance Department, 417 Gidding Street, Suite 100, Clovis, NM 88101 or hand-courier delivered to Curry County Finance Department, 417 Gidding Street, Suite 100, Curry County Administration, Clovis NM 88101.

NOTE: WHEN SHIPPING OVERNIGHT DELIVERY, IT IS RECOMMENDED THAT SHIPMENT BE MADE TWO (2) DAYS PRIOR TO THE DEADLINE, IF POSSIBLE, TO ENSURE DELIVERY. IT IS ALSO RECOMMENDED TO VERIFY DELIVERY PRIOR TO PROPOSAL DEADLINE

SCOPE OF WORK

Provider must have in-network providers in Curry County. The County is aware of 5 vision providers in the area. The County is aware of those providers accepting VSP, Medicare, Eye Med, Davis Vision Benefits.

By time of contract award Provider must accept the selected insurances companies' plan.

Provider will make County aware of any negotiations between them and ophthalmologists in area.

Must be able to provide Vision Insurance Services for at least 195 employees – this number may fluctuate over the life of the awarded contract.

The County seeks a vision insurance provider that is ranked by Fitch, Standard and Poor's, A.M. Best or Moody's with a rating of "A" or greater to ensure that Curry County is working with a provider that has the financial stability to maintain a multi-year contract with Curry County.

Provider will have 5 years' experience with - and will be licensed to provide - vision plan benefits in the State of New Mexico.

Provider will provide access to vision plan benefits coverage to Curry County Employees who reside in the State of New Mexico.

Provider will work collaboratively with Curry County staff and the Curry County Board of County Commissioners.

Provider will work collaboratively with other Curry County vendors on other plan benefit related projects such as Open Enrollment, wellness programs, and employee satisfaction.

Provider will provide and present renewal underwriting methodology to Curry County as needed. In addition, agree to attend Curry County Commission Board meetings as required to present renewals and proposals.

Provider will provide such other services as requested by Curry County, for which the Offeror has the technical capability and capacity to render, to parties that include Curry County staff and dependents, and the Curry County Board of County Commissioners and dependents.

Provider will notify Curry County in writing and obtain approval of any changes to their services including, but not limited to, outsourcing of services outside the United States and its territories.

Provider will participate in events related to Open Enrollment upon educating Curry County vision plan participants regarding this benefit. Plan to include at least one annual meeting with Curry County staff regarding current Open Enrollment meeting information needs.

Provider will assist Curry County with the development of vision plan benefits documents, such as electronic newsletters and flyers.

Provider will present vision information (such as vision plan changes for the following calendar year, how to utilize the plan most effectively, etc.) before Open Enrollment period begins.

PRE-PROPOSAL CONFERENCE

A non-mandatory Pre-Proposal conference is scheduled for Monday August 29, 2022 at 1:15 p.m. The conference will be held virtually through Google Meet.

Google Meet joining info

Monday, August 29 · 1:15 – 1:45pm

Google Meet joining info

Video call link: https://meet.google.com/vyd-qkqq-epf
Or dial: (US) +1 559-856-2236 PIN: 733 424 352#

More phone numbers: https://tel.meet/vyd-gkgg-epf?pin=9801056854432

Failure to attend the Pre-Proposal meeting will not disqualify an Offeror from submitting a proposal. The failure of an Offeror to attend shall be interpreted to mean the proposal documents are clear and acceptance to all nonparticipants at the Pre-Proposal Conference. Such clarity and acceptability shall be presumed with respect to all Offerors.

REQUIREMENTS FOR PROPOSAL

- Offeror shall deliver one (1) original and five (5) identical copies (6 total) of their proposal and one (1) electronic version on a USB "memory stick" of the proposal containing all sections and all Confidential Information separated on the electronic version (must mirror the hard copy submitted) to the Purchasing Agent on or before the closing date and time for receipt of proposals.
- 2. The offeror with the successful proposal shall be prepared to enter into negotiations for projected fees, when required, for the project, prior to any work being started. Negotiations will follow procedures established by State Procurement Code 13-1-115 through 13-1-122.
- 3. Potential Offerors must return the Mandatory "Notice to Owner of Intent to Propose" Form in order to submit a proposal. This form may be hand-delivered, returned by facsimile, electronic mail, registered mail, certified mail, or any other type of carrier by the deadline stated. This is to ensure your organization is placed on the Procurement Distribution List to be notified of any change or amendments to the RFP documents, and written answers to inquiries.
- 4. Proposals shall not exceed forty (40) pages in length exclusive of cover letter, divider sheets, Resident Certificate(s) and Campaign Contribution Disclosure pages.
- 5. Proposal shall be good for ninety (90) days subsequent to the RFP opening date.

PROPOSAL CONTENTS

<u>Organizational Qualifications and Experience Offerors must: Provide answers to the</u> following questions:

Each offeror must submit the following as labeled and in the same order as follows:

Organizational Background (6 POINTS)

- 1. State the legal name and give a brief description of your organization, including:
 - **a.** Brief History, including years of business providing vision insurance
 - **b.** Date of Incorporation
 - c. Ownership
 - d. Number of employees
 - **e.** Corporate addresses
 - **f.** What is your organization's vision care philosophy?
- 2. Provide your company ratings for the flowing: <u>"A" will receive full points, anything lower than an "A" will receive less.</u>
 - a. Best
 - **b.** S&P
 - c. Moody's
 - **d.** Fitch
- 3. What differentiates your organization from other vision care benefit companies?
- 4. Describe your company's financial condition and stability.
- 5. Does your organization offer any disease management or wellness programs?
- 6. What standard reports are available and how frequently? Are there additional costs with any of these reports?

Benefits Administration (6 POINTS)

- 1. Describe the steps participants follow to obtain vision care services (both in-network and out-of-network). <u>Perceived user friendliness/ease will receive higher points for this factor.</u>
- 2. Over the last three years, what percentages of claims were for services from in- network providers? Retail providers? Independent providers? <u>To receive maximum points, a higher amount of claims for in-network providers will be needed.</u>
- 3. Can a member receive an exam from one provider and materials (frames, lens or contacts) from another provider?

- 4. Does your vision plan provide ID cards to all members at no cost? If so, how do members receive these ID cards? Are ID cards required in order for members to receive services, or is it a paperless system?
- 5. Does the member benefit vary based on a specialized selection of frames? If yes, what benefit is available for those who select frames not included in this selection?
- 6. Describe your contact lens benefit. Is the materials benefit separate from the contact lens fit and follow-up benefit? *Please limit your response to 1 page.*
- 7. How long do you guarantee rates? <u>High Points will be awarded based on plan consistency (rates not changing over time)</u>
- 8. What are the plan benefit limitations or exclusions?
- 9. Describe discounts offered beyond the funded benefit. Discounts must be offered at all provider locations as noted within this proposal.
- 10. Describe recent benefit innovations that your organization can offer in 2022.
- 11. Describe your standard billing/banking procedures/funding arrangements.
- 12. Provide a sample billing format.

Licensure and Financial (6 POINTS)

- 1. Specific to your vision care business, what states are you licensed to conduct business?
- 2. Does your company underwrite risk business? Detail if this varies by market or state. If an organization other than the bidding company would be underwriting the risk, who? How long have they been your insurer? What is their AM Best rating? Please answer the above question if your organization is underwriting the risk.

Network and Provider Information (6 POINTS)

- 1. Describe the structure, composition and size of your network.
- 2. Please provide an overview of your credentialing program.
- 3. Are all listed network providers full-service (i.e. provide both exams and dispense evewear at their listed location)?
- 4. Please list all local service providers in Curry County that are a part of your network.
- 5. Are providers required to use a specific lab? What is the average turnaround time?
- 6. Are all in-network providers required to administer the same funded benefits and network discounts consistently?

<u>Customer Service (6 POINTS)</u>

- 1. Describe your customer service hours of operation, locations, representative training, average tenure, number of customer service representatives employed by your organization.
- 2. Provide your performance standards and actual results for the last full year for average speed of answer, abandonment rate, call blockage.
- 3. Describe your training program for customer service personnel. Be specific. <u>Please limit</u> this response to 1 page.
- 4. Do you provide Customer Service Representatives who speak Spanish? Any additional languages?
- 5. Describe your organization's process for member appeal and grievances. <u>Please limit</u> this response to 1 page.

Claims (6 POINTS)

- 1. What percent of claims are received electronically ? Higher points will be awarded for electronic receipt.
- 2. How many vision care claims does your organization process annually? <u>Higher points</u> will be awarded for the number of claims processed.
- 3. Over the last three years, what percentage of claims were for services from a network provider?

Eligibility (6 POINTS)

- 1. What file formats do you accept (i.e. FTP or other secure file transport method)? <u>Higher points will be awarded for compatibility with our computer software.</u>
- 2. Describe your eligibility guidelines (domestic partner, adult dependent children, etc.)
- 3. Do you provide Benefit Administrators on-line access to maintain membership including add/change/delete functionality?
- 4. Do you provide post-processing reports? If so, what detail is provided and what is the turnaround time?

Web Capabilities (6 POINTS)

1. Complete the attached chart regarding capabilities for participants on your website:

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Service	Y/N
Provider Locator	
Plan Benefit Information	
Next Eligible Date of Service	
Out-of-Network Claim Form	
Print ID Cards On-line	
On-line EOBs	
Laser Program Information	
Claims History and Claims Status	
Educational Information about Vision	
Member Grievance Resolution	
Order Replacement Contact Lenses	

- 2. Describe in detail the services that are available to the Benefit Administrator on your website. *Please limit response to 1 page.*
- 3. Do CSRs see the same information as participants on the website?
- 4. How often is the website updated and how often does scheduled downtime occur?
- 5. Do you have mobile web capabilities? If yes, please describe. <u>Please limit response to 1 page.</u>

Communication (6 POINTS)

- 1. Provide 2 samples of standard promotional literature, and associate communications materials.
- 2. Open Enrollment/Benefit Fairs:
 - a. Describe your capabilities to support Open Enrollment/Health Fairs.
 - b. Is there a cost associated with such attendance?
 - c. Do you utilize eye care professionals employed in the vision industry to staff open enrollment/health fairs?

<u>Vision Wellness (6 POINTS)</u>

- 1. Describe your organization's vision wellness program. Be specific.
- 2. Do you collect medical diagnosis codes within your routine vision claims? Is there a charge to provide a data feed to a third-party data aggregator?
- 3. How many health plans/data aggregators do you transmit claims data to?

MANDATORY SPECIFICATIONS PART II

Mandatory Specifications – Proposals must provide their plans that will **meet or exceed** the below mandatory specifications.

Benefit	Description	Сорау	Frequency
12	Focuses eyes and overall wellness	\$10	Every 12 months
Prescription Glasses		\$15	See frames and lenses
Frame	 \$130 allowance for a wide selection of frames \$150 allowance for featured frame brands 20% savings on the amount over your allowance 	Included in Prescription Glasses	Every 24 Months
Lenses	 Single Vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children 	Included in Prescription Glasses	Every 12 months
Lens Enhancements	 Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 35-40% on other lens enhancements 	\$50 \$80-90 \$120-160	Every 12 months
Contacts (instead of glasses)	 \$110 allowance for contacts and contact lens exam (fitting and evaluation) 15% savings on a contact lens exam (fitting and evaluation) 	\$0	Every 12 months

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Extra Savings

Glasses and Sunglasses:

- Extra \$20 to spend on featured frame brands.
- 30% savings on additional glasses and sunglasses, including lens enhancements, from the same current provider on the same day as (Annual) Exam

Retinal Screening

 No more than a \$39 copay on routine retinal screening as an enhancement to a (Annual) Exam

Laser Vision Correction

- Average 15% off the regular price of 5% off the promotional price; discounts only available from contracted facilities
- After surgery, use your frame allowance (if eligible) from any current provider

Coverage with Out-of-Network Providers

Exam: up to \$35 Frame: up to \$35 Single Vision Lense

Single Vision Lenses: up to \$25 Lined Bifocal Lenses: up to \$40 Lined Trifocal Lenses: up to \$55 Progressive Lenses: up to \$55

Contacts: up to \$110

EVALUATION CRITERIA AND POINTS

Responsive proposals will be evaluated by a committee and assigned points under each criterion specified below. There is a total of **100 points** possible.

EVALUATION CRITERIA

Proposal Summary – Vision Plan Requirements	15 Points
2. Reply to Mandatory Specifications	60 Points
a. Organizational Background	
b. Benefits Administration	(6 Points Each)
c. Licensure and Financial	
d. Network and Provider Information	
e. Customer Service	
f. Claims	
g. Eligibility	
h. Web Capabilities	
 Communication 	
j. Vision Wellness	
3. Cost Response Form	20 Points
	(10 points for a total monthly premium in network)
	(10 for points for total out of network premium costs)
4. References	5 Points

Maximum Evaluation Score 100 Points

EVALUATION FACTOR EXPLAINED

1. Vision Plan

Points will be awarded based on thoroughness, perceived validity, and depth of the Offeror's response. Offerors must meet or exceed the plan described in IV: MANDATORY SPECIFICATIONS PART II and provide their plan as part of the specifications as described above in Section IV.

2. Reply to Mandatory Specification

Points will be awarded based on the thoroughness and clarity of the response, the breadth and depth of the engagements cited, and the perceived validity of the response.

3. Cost Response Form

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Price of lowest Offeror/Price of This Offeror will receive Maximum Points Available. All other offers will receive a percentage of the points based off of the lowest offer. Offerors must fill out both pages.

There will be 20 total points available for this factor: 10 points for a total monthly premium in network and 10 for points for total out of network premium costs.

4. References

The offeror must submit the name and contact person for any and all references of Counties and other governmental entities that the offeror has work experience with during the last five (5) years.

NEW MEXICO RESIDENT, NATIVE AMERICAN AND VETERAN PREFERENCE

PREFERENCES: RFPs may be awarded preference in compliance with NMSA 1978, §13-1-21-22 for New Mexico In-State Resident Business or Native America Resident Business or Resident Veteran Business or Native American Resident Veteran Business. Offerors shall include in their proposal a copy of the certificate(s) issued by State of New Mexico Taxation & Revenue. If Proposal is Joint Venture, Offeror shall state in submitted offer the percentage of work that will be performed by Resident Business and/or Resident Veteran Business.

A RESIDENT VETERANS PREFERENCE CERTIFICATION form is included as a proposal form in this RFP.

PROCEDURE

1. Procedure: Proposals will be reviewed and ranked by an Evaluation Committee. Offerors who are deemed, on the basis of selection criteria, fully qualified and best suited among those submitting proposal, may be requested to participate in discussions or interviews regarding their proposals. Discussions may cover methods of delivery and other relevant factors. Those offerors will then be ranked on the basis of the evaluation criteria and/or information presented during the discussion/interview(s). Negotiations will be conducted with the top-ranking offeror at a compensation determined in writing to be fair and reasonable. If a satisfactory agreement cannot be reached, the contract will be awarded to subsequent offeror until a satisfactory contract can be established or until the County determines the cancellation of the process is in the best interest of Curry County.

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- Method of award: Award will be made to the offeror whose proposal is determined to be the most professional, technically complete and in the best interest of the County. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal.
- 3. The County reserves the right to award this contract to the offeror that demonstrates the best ability to fulfill the requirements of this request for proposal.
- 4. Pursuant to the New Mexico Procurement Code, prices are to be determined through formal negotiations relating to the scope of work after an award has been made with the recommended offeror.

Sequence of Events

All parties shall make every effort to adhere to the following schedule:

	Action	Responsibility	Date
1.	Issue of RFP	Curry County	August 22, 2022
2.	Pre-Proposal Non-Mandatory	Curry County	August 29, 2022 1:15pm
3.	Mandatory "Notice to Owner of Intent to Propose"	Potential Offerors	August 29, 2022 by 5:00pm
4.	Deadline to submit questions	Potential Offerors	August 31,2022 5:00pm
5.	Last Response to Written Questions/RFP Amendments	Curry County	September 2, 2022
6.	Submission of Proposal	Offeror	September 12, 2022 At 2:00p.m.
7.	Proposal Evaluation	Evaluation Committee	September 13,2022 through September 19,2022
8.	Selection of Finalist(s)	County	September 21, 2022 2:00pm
9.	Oral Presentation by Finalist	Offeror	TBD if deemed necessary
10.	Negotiate and Finalize Contract	Curry County, Awarded Offeror	September 20,2022 through September 24, 2022
11.	Approve Contract	County Commission	September 27, 2022 (tentative)
12.	Commence Services	Contract Offeror	September 28, 2022 (tentative)

TERM OF CONTRACT

The contract shall be awarded for a two (2) year period; October 1, 2022 to October 1, 2024, The County shall have the option to renew the contract for one (1) additional two (2) year period for a total period of four (4) years through October 1, 2026, or soliciting proposal for a new offeror. The rate shall be negotiated at the end of the first two-year period if the County takes the option to

renew. The County reserves the right to terminate the contract at any time for non-performance with no less than a thirty (30) day written notice.

BIDDER'S CHECKLIST – REQUIRED FORMS

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the submittal is the sole responsibility of the Offeror. The following documents are also required to be included in your proposal packet:

- 1. Notice to Owner of Intent to Propose Page #20
- 2. Offeror's Response Form Page #21
- 3. Execution of Proposal Form page #22
- 4. Offeror's Reference Form page #23
- 5. Offeror's Certification and Non-Collusion Affidavit page #24
- 6. Offerors Information Form page #25
- 7. Copy of Business License include with page #25
- 8. Completed W-9 include with page #25
- 9. Options, Exceptions or Variations Page #26
- 10. Resident/Veterans Preference Certification page #27-28
- 11. Campaign Disclosure Form pages #29-31
- 12. State of Compliance Form page #32
- 13. Conflict of Interest Form page #33
- 14. Cost Response Form pages #34-35
- 15. Proof of Insurance

<u>Contractual Provisions</u>: The following provisions will be in any contract entered into by and between the County and the successful offeror:

Amendment: This contract shall not be altered, changed or amended, except by instrument in writing by the parties hereto.

Notice: The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Equal Opportunity Compliance: The successful offeror agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the offeror agrees to ensure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under an agreement for the services outlined in this RFP. If the offeror is found not to be in compliance with these requirements during the life of the contract, then the institution agrees to take appropriate steps to correct these deficiencies. By signing and submitting a proposal, offeror agrees to comply with this paragraph.

PROJECT CONTACTS

Any questions regarding this Request for Proposal must be submitted **by email** to the Purchasing Agent listed below. The County will only consider questions submitted in writing by Offerors regarding the RFP, including requests for clarification and request to correct errors.

Lorraine Schlimm Purchasing Agent/Chief Procurement Officer 417 Gidding St. Suite 100 Clovis, NM 88101

Email: lschlimm@currycounty.org

Written questions/request must be submitted no later than 5:00 PM (Mountain Daylight Time) on August 31, 2022 and must include the requestor's name, mailing address, email address, telephone and firm he/she represents.

Only written questions/requests that are sent to the above email address will be considered. Oral questions/requests will not be considered. Written or oral questions/requests submitted to any other Department or employee will not be considered

NONDISCRIMINATION STATEMENT

Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at http://www.currycounty.org/dr/miscellaneous.

Applicable Laws: The contract shall be governed by the laws of the State of New Mexico

PROTEST DEADLINE

Any protest by an Offeror shall be timely and in conformance with the applicable procurement regulations. The fifteen (15) day protest period for responsive Offerors shall begin on the day following the contract award and will end as of close of business on fifteen (15) days after the Contract Award. Protests shall be written and shall include the name and address of the protestor and the request for proposals number. It shall also contain a statement of grounds for protest including appropriate supporting exhibits, and it shall specify the ruling requested from the Finance Director/Chief Procurement Officer. The protest shall be delivered to the Assistant Finance Director and Purchasing Agent.

ADDITIONAL TERMS

- 1. The terms and conditions outlined in this RFP, unless otherwise modified, shall govern the submission of proposals and subsequent contracts. The County reserves the right to reject any proposal which takes exception to these conditions.
- 2. If there is any clarification, problem, ambiguity or question regarding this RFP, you must contact the Purchasing Agent or Finance Director prior to the proposal opening. Clarifications and ambiguities will not be considered after the proposal opening. Answers provided regarding the specifications or RFP package must be answered by the Purchasing Agent or Finance Director. Questions answered by any other person or County Official shall be considered completely non-applicable to the legal provision of this proposal except as authorized by the Purchasing Agent or Finance Director. The County is not responsible for any errors or omissions contained in the offeror's proposal.
- 3. All information contained in the proposal must be legible. Any and all corrections and/or erasures must be initialed. Changes will not be permitted after the deadline for receipt. Proposals must be signed in ink by an authorized representative of the respondent and the required information must be provided. The contents of the proposals submitted by the offeror of the RFP will become public record upon award and may become part of any contract approved as the result of any solicitation. If there are portions of the proposal desired to be kept confidential, such as company financial information or any data that qualifies as a trade secret in accordance with the Uniform Trade Secret Act 57-3A-1, NMSA 1978, it is necessary to provide a written request for non-disclosure of such information with the proposal. It is not acceptable under the New Mexico State Procurement Code to request that either the entire proposal or the proposed cost of services be kept confidential.
- 4. Addendum: All changes, additions, and/or clarifications in connection with the RFP will be issued by the Curry County Purchasing Agent in the form of a written addendum. The offeror shall acknowledge each addendum on the information form contained with the addendum. Verbal responses and/or representations are <u>not acceptable</u>.
- 5. The offeror will perform all services indicated in the proposal in compliance with the negotiated contract.
- 6. Proposals that do not meet the requirements set forth may be considered non-responsible.
- 7. The County reserves the right to negotiate any and all elements of this RFP.
- 8. The County, or any of its agents, reserves the right to refuse to hold harmless or identify any respondent for any liability whatsoever.
- 9. Non-Collusion: Offerors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affect by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States law.
- 10. Curry County reserves the right to reject any proposal from any offeror that has previously failed to perform properly, or complete on time, contacts of similar nature, or to reject the proposal from any offeror who is not in the position to perform such services satisfactory. Such is at the discretion of the County.
- 11. If an offeror to whom a contract is awarded refuses to accept the award, or fails to deliver in accordance with the contract terms and conditions, Curry County may, in its discretion, suspend the offeror for a period of time from entering into any contracts with Curry County.

- 12. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a proposal, the parties agree that any litigation concerning this request for proposal, or subsequent contract or purchase order must be brought in the 9th Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own cost and attorney fees.
- 13. Failure to comply with all of the Instructions and Conditions may subject the proposal to rejection. The terms and conditions, specifications and Contractual Terms set forth in this RFP will form part of the contract between the County and the successful offeror.
- 14. All offerors submitting proposals will be notified by letter of the Board's award which will be conditioned upon entering into a formal written contract acceptable to the County.
- 15. The proposal specifications indicate the minimum standard of quality, performance or other pertinent characteristics required. All variations and exceptions from minimum specifications must be listed on or attached to the proposal.
- 16. Contents of any proposal shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
- 17. Proposals shall be evaluated according to factors set forth on Evaluation Criteria. Each factor shall be given the weight indicated.
- 18. The County reserves the right to waive any technical irregularities in the form of the proposal which do not alter the quality, quantity, or time of performance of the services, and the County may reject any and all proposals when it is in the best interest of the County to do so.
- 19. The Curry County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall apply to this procurement and prevail over any inconsistent terms and govern all interpretations of contract documentation.
- 20. In submitting this proposal, the offeror represents the offeror has familiarized themselves with the nature and extent of the Request for Proposals dealing with Federal, State and local requirements which are part of the Request for Proposals.
- 21. In signing this proposal, the offeror certifies that there has been no direct or indirect action in restraint of free competition in connection with this proposal submitted to Curry County.
- 22. The County shall negotiate a contract with the highest qualified offeror as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable ("Contract").
- 23. The offeror will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:
 - a. General and professional liability insurance in the amount of \$1,050,000 single limit, and \$2,000,000 aggregate.
 - b. Workers' Compensation insurance as required by state statute.
- 24. The RFP and the Contract are or will be subject to New Mexico law, including but not limited to, the Procurement Code, the New Mexico Public Works Minimum Wage Act and all federal and state laws, rules and regulations pertaining to equal employment opportunity. The right and obligations set forth herein are to be construed and interpreted according to said laws, regardless of whether they are expressly set forth herein. Should any provision herein be found to be legally unenforceable, it shall not affect the legality or enforceability of the remainder of this contract, so long as the basic intent and object of this agreement is not undermined by the elimination of the objectionable provision(s). The

offeror agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the offeror fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the contracting agency.

- 25. The offeror will save and hold the County harmless from all suits, actions, claims, losses and expenses, including attorney's fees brought on account of any injuries or damages sustained by an employee or person, including wrongful death, or damage to property as a result of any negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this RFP or Contract.
- 26. The offeror, its agents and employees, by virtue of any award of the RFP will not be employees of Curry County and will not be entitled to any fringe benefits available to the employees of Curry County.
- 27. The Contract will provide that the County will be allowed to prematurely terminate the Contract if the County Manager and/or County Commission determine that the offeror has inadequately or unsatisfactorily met its obligation under the Contract. The Contract will provide it may be terminated by any party for cause upon 30-days written notice to the other parties to the Contract. As used herein, the term "cause" will mean a material breach of the Contract by a non-terminating party, or acts or conduct by a non-terminating party that substantially alters the terminating party's ability to benefit from the Contract, which breach, acts, or conduct are not cured or remedied within the 30-day period following the giving of notice by the terminating party (which notice shall detail the nature of the breach, acts, or conduct constituting the case for termination and specify the effective date of termination in the event such breach, acts, or conduct are not cured or remedied within 30 days following the giving of such notice).
- 28. The offeror agrees not to assign any rights or privileges under this RFP or the Contract, or any part thereof, to any other person or business entity, without first receiving prior written consent of the County.
- 29. After award, proposals are subject to public inspection. Any confidential or proprietary information should be marked as such with a brief explanation as to why. Entire proposals may not be marked as proprietary.
- 30. The County's policy on requests for copies of proposal information <u>after</u> award is as follows:

Submit a written request detailing what information you would like to receive.

a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Curry County at the following address:

Curry County, Finance Department 417 Gidding Street, Suite 100 Clovis, NM 88101

The fee must be paid before the information is released.

In order to receive resident or resident veteran preference, a copy of the Offeror's current Resident/Resident Veteran Contractor Preference Certificate must be included in the Proposal in addition to the Veteran Preference Certification page found in the following Request for Proposals

for Professional Engineering Services for Curry County Roads and Project For additional information regarding obtaining a Resident/Resident Veteran Contractor Preference Certificate please visit http://www.tax.newmexico.gov/ Businesses/in-state-veteran-preference-certification.aspx.

PROPOSAL FORM MANDATORY "NOTICE TO OWNER OF INTENT TO PROPOSE"

By this "Mandatory Notice to Owner of Intent to Submit a Proposal" the undersigned agrees that he/she has received a complete copy of the RFP. Proposals will only be accepted from those Offerors who sign and return this form. Only potential Offerors who elect to return this form completed with the intention of submitting a proposal will receive copies of all Offeror written questions and the Owner's written responses to those questions, as well as any RFP amendments that may be issued.

All other responses will be rejected as non-responsive.

This Mandatory Notice to Owner shall be signed and returned to the Curry County Administration Office, 417 Gidding St., Suite 100, Clovis, New Mexico 88101, lschlimm@currycounty.org, Fax: 575-763-3656 no later than 5:00 pm Mountain Standard Time on:

August 29, 2022.

FIRM:				
REPRESENTED BY:				
ADDRESS:	Printed Name & Title)			
	STATE			
TELEPHONE:	FAX:			
E-Mail:				
ALTERNATE CONTAC	thorized to sign for Firm T PERSON/INFORMATION: ated to the RFP if the Repre	*This nam		y be used for
NAME:	Title:			
Telephone:	E-Mail Address of A	Alternate C	ontact:	
	APPROPRIATE STATEMEN AGER LISTED HEREIN:	IT BELOW	AND RETURN FO	RM TO THE
Firm DOES INTE	ND to respond to this RFP	DED TIME	DAGE MUCT DE	COMPLETED
	INTEND to respond to this		PAGE WUST BE	COMPLETED

PROPOSAL FORM OFFEROR'S RESPONSE FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

The services offered meet specifications:		Yes	No	
Completed and attached campaign disclosure	form:	Yes	No	
Completed & attached veteran's preference fo	orm (if applicable):	Yes	No	
If the services offered do not meet specific the following page.	ations, all exceptions	or variatio	ns are set forth on	,
I have read and understand the Terms & Cond to comply with such and warrant that the servi				ree
Signature	Name (Typed/Pri	inted)		
Company	Position			
Address	Telephone Numb	oer	FAX Number	
City, State, Zip	Tax ID#	E-mail	Address	
State of)				
County of)				
(name), k	peing duly sworn, depo	ses and say	s that he/she is	
(title) of	(co	ompany) an	d all foregoing	
Questions and all statements herein contained	d are true and correct.			
Subscribed and sworn to before me this	day of		_, 2022.	
N	otary Public			
My commission expires:				

PROPOSAL FORM EXECUTION OF PROPOSAL FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

DATE:
The potential Contractor certifies the following by placing an "X" in all blank spaces:
That this proposal was signed by an authorized representative of the offeror.
That the potential offeror has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
That all labor costs associated with this project have been determined, including all direct and indirect costs.
That the potential offeror agrees to the conditions as set forth in this Request for Proposal with no exceptions.
Therefore, in compliance with the foregoing Request for Proposals, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within ninety 90) days from the date of the opening, to furnish the services for the prices quoted within the imeframe required.
Business Name
Authorized Signature Date
Typed Name & Title

OFFEROR'S REFERENCE FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

All references must be from customers for whom your company has completed work similar to the specifications of this bid. Attach additional page if necessary.

References for:			
		mpany Name)	
1. Company			_
Street Address			_
City, State & Zip	_		_
Contact Person Name	_		
Phone	FAX	Email	_
Describe Scope of Work a	and dates of pro	ject/service:	
2. Company			
Street Address	_		_
City, State & Zip	_		_
			_
Phone	FAX	Email	_
Describe Scope of Work a	and dates of pro	oject/service:	_
3. Company	_		_
Street Address			
City, State & Zip			
Contact Person Name			
Phone	FAX	Email	
Describe Scope of Work a	and dates of pro	ject/service:	

PROPOSAL FORM OFFERORS'S CERTIFICATION AND STATEMENT OF NON-COLLUSION FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

proposal for the same servi understand that collusive bid prison sentences and civil da	or connection with any conces and is in all respects ding is a violation of state a mages awards.	fy that this proposal is made wit rporation, firm or person sub- s fair and without collusion of and Federal law and can resul- ently and the price submitted w	omitting a or fraud. I It in fines,
associates with any County sinsurance for County Emploas provided by existing wore proposal submitted by any	taff, or elected officials since byees was issued except: 1) k agreement(s). The Coul proposer violating this pro	ation by the proposer or the period the date this RFP #2022/23-through the Purchasing Department reserves the right to recovision. Certify that I am authorized to	01 Vision artment 2) eject the
COMPANY NAME:			_
Authorized Representative (S	ignature)	Date	
Authorized Representative/Ti (Print or Type)	tle		

PROPOSAL FORM OFFEROR'S INFORMATION FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

1.	Legal Business Name:	
2.	Street Address	
3.	City, State & Zip	
4.		State of Registration:
	(Association, Corporation)	on, Partnership, Limited Liability Company, etc.)
5.	Name & Title of Authorized S	Signer:
6.	Primary Contact	
7.	Phone:	FAX
8.	Email	
9.		
10	. Has your company ever beer local agency?	n debarred from doing business with any federal, state or
	YesNo for debarment.	_ If Yes, please state the agency name, dates and reason
		_ If Yes, please state the agency name, dates and reason

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM

PROPOSAL FORM OPTIONS, EXCEPTIONS OR VARIATIONS FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. Please sign below and return with your offer. (Use additional pages if necessary.)

1.	THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS
	Signature
2.	THERE <u>ARE NO</u> OPTIONS, ETC. LISTED. The services offered on this Request For Proposal meet or exceed all specifications, terms and conditions as described in said Request For Proposal without exceptions. I understand services not meeting all specifications, terms and conditions will be rejected.
	Signature

PROPOSAL FORM RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM

	(NAME	OF	CONTRACTOR)	hereby	certifies	the
following in regard to application of the reside	ent vete	rans'	preference to this	s procure	ement:	

Please check one box only

Resident Veterans:

□ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime

Resident Businesses:

☐ I declare under penalty of perjury that my business is a New Mexico resident business allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Native American

☐ Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

Resident Business/Veteran	Business/Native American	Certificate Number:

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

A valid New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American Certificate number must be provided in order to receive preference.

or

p. 0.0.0.00.			
☐ I do not claim New Mexico Resident Business, Native American preference on this bid.	New Mexico	Veteran's Residen	t Business
(Circature of Dunings Democratative) *	/D-+	-1	
(Signature of Business Representative) *	(Date	2)	
*Must be an authorized signatory for the Rusiness			

^{&#}x27;Must be an authorized signatory for the Business.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES
DUE DATE: SEPTEMBER 12, 2022

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

- "Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.
- "Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.
- "Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.
- "Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.
- "Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Tom Martin, Robert Sandoval, Chet Spear, Robert Thornton, Seth Martin, Anastasia Hogland, Candace London, Kendall Kempf, Wesley Waller, Mark Lansford

	-
Date Contribution(s) Made:	
Relation to Prospective Contractor:	_
Contribution Made By:	-
DISCLOSURE OF CONTRIBUTIONS BY PROSPEC	CTIVE CONTRACTOR:

Amount(s) of Contribution(s)

Curry County Administration RFP No. 2022/23-01 Vision Insurar Commodity Code #95352 Page 31	nce Plan for Cour	nty Employees		
		- -		
Nature of Contribution(s)				
Purpose of Contribution(s)		_		
(Attach extra pages if necessary)		_		
Signature	Date			
Title (position)				
	OR—			
NO CONTRIBUTIONS IN THE AGO DOLLARS (\$250) WERE MADE to representative.			_	
Signature		Date		
Title (Position)				

PROPOSAL FORM STATE OF COMPLIANCE RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

STATEMENT OF COMPLIANCE

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of the proposal.

No Exceptions Taken.

The undersigned declares that the Proposal submit (Name of firm) will provide services as specifie conditions and terms listed in this RFP, with no expectations.	d in strict compliance with	n the instructions,
Signature	Date	
Printed Name and Title		
Exceptions Taken.		
By signing below, the Offeror acknowledges that	t the Proposal submitted ben prepared in considera	
exception to one or more of the requirements or to the Offeror declares their proposal includes a st the Offeror is taking exception or is recomm rewording of the contractual obligations or suggistions using the proposed exception or change. Of declarations of exception that are not accompanied or reject any proposal based on any exception taken	erms specified in this RFP. tatement that identifies eat tending change to, including ested change, and identified curry County reserves the ed by the required documents.	By signing below, ach item to which ag any suggested as the reasons for right to reject any
Signature	Date	-
Printed Name and Title		

[Attach separate sheet(s) titled and detailing exceptions

PROPOSAL FORM CONFLICT OF INTEREST STATEMENT RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

CONFLICT OF INTEREST STATEMENT

Printed Name and Title

Offeror/contractor represents and warrants the following:

- 1. No Current or Prior Conflict of Interest. The offeror/contractor has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.
- 2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, contractor shall immediately inform County in writing of such conflict.
- 3. Termination for Material Conflict. If, in the reasonable judgment of Curry County, such conflict poses a material conflict to and with the performance of Contractor's obligations, then the County may terminate the contract immediately upon written notice to Contractor; such termination of contract shall be effective upon the receipt of such notice by Contractor.

4.	If the offeror is a former employee of Curry County, state the date of separation/retirement here: (write N/A if not applicable).
5.	If the offeror is a current employee of Curry County, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the Curry County, state employee name and position held here:
	(write N/A if not applicable).
Sig	gnature Date

PROPOSAL FORM COST RESPONSE FORM RFP #2022/23-01 VISION INSURANCE FOR COUNTY EMPLOYEES DUE DATE: SEPTEMBER 12, 2022

COST RESPONSE FORM

State gross receipts and local option taxes (if any) shall not be included in the proposed cost.	
Such taxes shall be separately reimbursed by the County.	
OFFEROR NAME:	

Your response **must** include monthly premiums. Do not reference a rate schedule or any other attachment for Curry County to calculate. Respond as solicited below or proposal will be disqualified.

IN NETWORK

Service	Co-Pay	Discount	Monthly Premium After Claim
			Paperwork is filed
Eye Exam (0-18 years)			
Eye Exam (19-48			
years)			
Eye Exam (46-65			
years)			
Single Spectacle Lens			
Bifocal Spectacle Lens			
Trifocal Spectacle			
Lens			
Progressive Lens			
Contact Lenses (1 year			
supply)			
Contact Lenses -			
Kerotoconus			
Contact Lenses - Fit			
Employee Only			\$
Employee and Spouse			\$
Employee and			\$
Children			
Family			\$

TOTAL	Monthly	Premium

\$

State	gross	receip	ts and	local	option	taxes	(if any	/) shall	not be	inclu	ded in	the	propo	sed	cost.
Such	taxes	shall b	e sepa	arately	reimb	ursed	by the	Coun	ty.						

Your response **must** include monthly premiums. Do not reference a rate schedule or any other attachment for Curry County to calculate. Respond as solicited below or proposal will be disqualified.

OUT OF NETWORK

Service	Co-Pay
Eye Exam (0-18 years)	
Eye Exam (19-48	
years)	
Eye Exam (46-65	
years)	
Single Spectacle Lens	
Bifocal Spectacle Lens	
Trifocal Spectacle Lens	
Progressive Lens	
Contact Lenses (1 year	
supply)	
Contact Lenses -	
Kerotoconus	
Contact Lenses - Fit	

\$